

AGENDA

Major Projects Committee

January 18, 2007

9:00 a.m.

Location:

SANBAG Offices
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410
The Super Chief Room

Major Projects Committee Membership

Chair

John Pomierski, Mayor
City of Upland

Dennis Yates, Mayor
City of Chino

Robert Christman, Council
City of Loma Linda

Vice-Chair

Grace Vargas, Mayor
City of Rialto

Gwenn Norton-Perry, Mayor Pro Tem
City of Chino Hills

Paul M. Eaton, Mayor
City of Montclair

Paul Biane, Supervisor
County of San Bernardino

Kelly Chastain, Mayor
City of Colton

Paul Leon, Mayor
City of Ontario

Dennis Hansberger, Supervisor
County of San Bernardino

Mark Nuaimi, Mayor
City of Fontana

Diane Williams, Mayor Pro Tem
City of Rancho Cucamonga

Josie Gonzales, Supervisor
County of San Bernardino

Bea Cortes, Mayor Pro Tem
City of Grand Terrace

Pat Gilbreath, Mayor Pro Tem
City of Redlands

Gary Ovitt, Supervisor
County of San Bernardino

Larry McCallon, Council
City of Highland

Pat Morris, Mayor
City of San Bernardino

Richard Riddell, Mayor
City of Yucaipa

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San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.

In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:

The San Bernardino County Transportation Commission, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.

The San Bernardino County Transportation Authority, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.

The Service Authority for Freeway Emergencies, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.

The Congestion Management Agency, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.

As a Subregional Planning Agency, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.

Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.

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San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
Service Authority for Freeway Emergencies
County Congestion Management Agency

Major Projects Committee

**January 18, 2007
9:00 a.m.**

**LOCATION:
Santa Fe Depot
1170 W. 3rd Street, 2nd Floor, San Bernardino
The Super Chief Room**

CALL TO ORDER – 9:00 a.m.
(Meeting chaired by Mayor John Pomierski.)

- I. Agenda Notices/Modifications
- II. Announcements

1. Possible Conflict of Interest Issues for the SANBAG Major Projects Meeting of January 18, 2007 Pg. 9

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Member abstentions shall be stated and recorded on the appropriate item in the minutes summary for each month.

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

2. Major Projects Attendance Roster Pg. 13

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

3. Approval of the October and November Meeting Minutes Pg. 15

Notes/Action

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Consent Calendar Cont'd

4. **Construction Change Orders to Ongoing SANBAG Construction Contracts with Brutoco Engineering & Construction, Atkinson Contractors LP, and Atkinson/MCM JV, and Tony's Multi-Service Firm, Inc.** Pg. 25

Review and Ratify Change Orders. TN 82407000. **Darren Kettle**

Discussion Calendar

5. **Resolution No. 07-005 affirming fund availability for State Street University Grade Sep Project** Pg. 45

Approve Resolution No. 07-005 affirming fund availability for State Street University Grade Sep Project. **Darren Kettle**

6. **Contract No. C07150 with LAN Engineering Corporation for Construction Support Services for State Street/University Parkway Grade Separation** Pg. 49

Approve Contract No. C07150 with LAN Engineering Corporation for Construction Support Services for State Street/University Parkway Grade Separation in the amount of \$100,000 as detailed in the Financial Impact Section. **Darren Kettle**

7. **Approve Contract No. C07178 to provide Construction Zone Enhanced Enforcement (COZEEP) services for Freeway Construction Projects** Pg. 85

Approve Contract No. C07178 for COZEEP services with California Highway Patrol (CHP) for various Major Freeway Projects being managed by SANBAG, in amount to not exceed \$300,000 with an agreement term to December 31, 2007. **Darren Kettle**

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Discussion Item's Cont'd

Notes/Action

8. Amendment No. 15 to Contract No. 91-034 with Fluor Daniel Pg. 93

Approve Amendment No. 15 to Contract No. 91-034 with Fluor Daniel for a period of one year, at a total cost of \$3,892,000 as detailed in the Financial Impact Section. **Darren Kettle**

9. Master Agreement Administering Agency-State Agreement for State Funded Projects and Supplemental Agreement Pg. 101

1. Recommend approval of Master Agreement Administering Agency-State Agreement for State Funded Projects;
 2. Recommend approval of Supplemental Agreement covering TCRP funding for the two grade separation projects for which SANBAG will be the lead agency (University and Hunts Lane);
 3. Recommend approval of Resolution No. 02-007 certify to SANBAG's maintenance of effort for transportation spending as required by AB 2928;
 4. Authorize the Executive Director to approve any future program supplements.
 5. Direct staff to seek appropriate amendments to the Master Agreement.
- Darren Kettle**

10. Amendment No. 2 to Cooperative Agreement 04-052 with the City of Rancho Cucamonga modifying funding for remaining items related to SR 210 Construction Pg. 105

Approve Amendment No. 2 to Cooperative Agreement 04-052 with the City of Rancho Cucamonga increasing the authorized contract amount by \$7,030 to \$307,552 as detailed in the Financial Impact Section. TN 82407000. **Darren Kettle**

11. Contract No. C07177 with David Evans and Associates to complete design of the State Route 210/Pepper Avenue Interchange in the City of Rialto Pg. 109

1. Approve Contract No. C07177, a sole source contract, with David Evans and Associates to complete design of the State Route 210/Pepper Avenue Interchange in the amount of \$330,000 as detailed in the Financial Impact Section, and
 2. Amend the SANBAG 2006/07 Budget increasing both revenues and expenditures in the amount of \$330,000 in Task Number 82007000. Funding source is Measure I Valley Major Projects. TN 82007000.
- Darren Kettle**

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Discussion Item's Cont'd

Notes/Action

12. **Cooperative Agreement No. R07152 with SE I-215, L.P. and HSB I-215, L.P. (Hillwood) for the State Street/University Parkway Grade Separation Project.** Pg. 125

Approve Cooperative Agreement No. R07152 with SE I-215, L.P. and HSB I-215, L.P. for the Street/University Parkway Grade Separation which would result in receiving an estimated \$140,000 as detailed in the Financial Impact Section. TN 87107000. **Darren Kettle**

13. **FY08 Federal Appropriations Process and Project Nominations** Pg. 143

Approve of a strategy and solicit projects for FY08 Federal Appropriations Process. **Jennifer Franco**

14.

CLOSED SESSION

**"Conference with Legal Counsel -
Significant Exposure to Litigation
(Government Code Section 54956.9(b)):
One Case"**

15. **Acronym Listing** Pg. 151
16. **Additional Items from Committee Members**
17. **Brief Comments by General Public**
18. **Director's Comments**

ADJOURNMENT

**The next Major Projects Meeting
is February 15, 2007**

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Meeting Procedures and Rules of Conduct

Meeting Procedures

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino and our website: www.sanbag.ca.gov.

Agenda Actions – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

Closed Session Agenda Items – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

Agenda Times – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

Public Comment – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.*

Disruptive Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM 1

Date: January 18, 2007

Subject: Information Relative to Possible Conflict of Interest

Recommendation*: Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the SANBAG Board may not participate in the any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
4A	04-018	Brutoco Engineering & Construction <i>Mike Murphy</i>	Ortiz – A.C. Alcorn Fencing Anderson Drilling Modern Alloys JV Landclearing Pavement Recycling ACL Moore Signs & Lighting Pacific Restoration Harbor Co. Reycon

*

Approved
 Major Projects Committee

Date: January 18, 2007

Moved: *Second:*

In Favor: *Opposed:*

Witnessed: _____

			Sudhakar Avar-Campbell Franklin Reinf. Steel
4B	05-014	Atkinson Contractors <i>Scott Lynn</i> <i>Kent Reiman</i>	All American Asphalt Modern Alloys Diversified Landscaping JV Land Clearing Valley Concrete Placing Coffman Specialties Alcorn Fence Coral Construction Sudhakar Company Dywidag Systems Highlight Electric Regional Steel Anderson Drilling
4C	05-005	Atkinson Contractors <i>Scott Lynn</i> <i>Kent Reiman</i> MCM <i>H McGovern</i>	All American Asphalt Modern Alloys Diversified Landscaping JV Land Clearing Valley Concrete Placing Coffman Specialties Alcorn Fence Coral Construction Sudhakar Company Dywidag Systems Highlight Electric Regional Steel
4D	06-001	Atkinson Contractors <i>Scott Lyon</i> <i>Kent Reiman</i>	West Coast Demo Penhall Moore Electric CGO Construction United Steel Placers Superior Gunitite ACL Reycon Diversified Landscape Modern Alloys Statewide Safety

			Sudhakar Anderson Drilling DSI Ulmer Industries CTM Ortiz Asphalt Paving Alcorn Fence
4H	06-065	Tony's Multi Service Firm <i>Manuel Blanco</i>	None
6	C07150	LAN Corporation <i>William Nascimento</i> <i>James Faber</i>	Douglas Engineering Wilson & Company Earth Mechanics, Inc. HDR Inc. RHA Landscape Architects
8	91-034015	Fluor Corporation <i>David Gedney</i>	The Nettleship Group
11	C07177	David Evans and Associates <i>Cliff Simental</i>	None
12	R07152	Hillwood <i>Tammy Spencer</i>	SE I-215, L.P. HSB I-215, L.P. HSB GP, LLC HGI GP, LLC HGI Group, L.P. Hillwood Associates, L.P. Hillwood Development Company, LLC

Financial Impact: This item has no direct impact on the SANBAG budget.

Reviewed By: This item is prepared monthly for review by SANBAG Board and Committee members.

AGENDA ITEM 2

MAJOR PROJECTS COMMITTEE ATTENDANCE ROSTER - 2005

Name	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Paul Eaton	X	X	X	X	cancelled	X	cancelled	X	cancelled	X	X	X
John Pomierski	X	X	X								X	X
Paul Biane	X	X		X		X				X		
Kelly Chastain	X	X	X			X		X		X	X	X
Robert Christman		X	X	X		X		X		X		
Bea Cortes			X	X				X		X	X	X
Pat Gilbreath	X	X	X	X		X		X		X	X	X
Josie Gonzales	X		X	X		X				X		X
Dennis Hansberger	X	X	X							X	X	
Larry McCallon		X						X		X		X
Gwenn Norton-Perry								X			X	X
Mark Nuaimi		X						X		X		
Gary Ovitt	X	X	X	X								X
Richard Riddell	X	X	X	X		X		X			X	X
Judith Valles		X	X					X			X	X
Grace Vargas (Ed Scott)	X			X		X		(X)		X		X
Alan Wapner		X		X		X						
Diane Williams		X	X	X		X		X		X		X
Dennis Yates	X	X	X	X						X	X	X

X- indicates member attended meeting.

Crossed out box indicates member is no longer a Board Member. ** - indicates new member

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AGENDA ITEM 2
MAJOR PROJECTS COMMITTEE ATTENDANCE ROSTER - 2006

Name	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Paul Eaton	X	CANCELLED	X		X		X	CANCELLED	X	X	X	
John Pomierski			X	X	X	X	X		X	X		
Paul Biane	X		X	X		X	X		X			
Deirdre Bennett												
Kelly Chastain	X		X	X	X	X	X					
Robert Christman			X	X	X	X	X				X	
Bea Cortes	X		X	X	X	X	X		X	X	X	
Pat Gilbreath	X		X	X	X	X	X		X		X	
Josie Gonzales			X	X		X	X			X		
Dennis Hansberger			X							X	X	
Larry McCallon			X	X	X		X		X	X		
Pat Morris	(Judith Valles) X		X	X	X	X	X		X	X	X	
Gwenn Norton-Perry												
Mark Nuaimi			X		X		X		X	X	X	
Gary Ovitt	X		X	X								
Richard Riddell	X		X	X	X	X	X		X		X	
Grace Vargas (Ed Scott)	X		X			X			X	X	X	
Alan Wapner	X		X	X		X	X		X	X	X	
Diane Williams	X		X	X		X	X		X	X	X	
Dennis Yates	X					X	X					

X - attended meeting.

The crossed-out boxes indicate members who were not on the committee as of that month.

The empty boxes indicate member who did not attend the meeting that month.

-
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

Minute Action

AGENDA ITEM: 3

Date: January 18, 2007

Subject: Major Projects Committee October and November meeting minutes

Recommendation:* Approve minutes for the October and November Major Projects Committee meeting.

Background: See attached.

Financial Impact: No financial impact. TN 81507000.

Reviewed By: This item will be reviewed by the Major Projects Committee on January 18, 2007.

Responsible Staff: Darren Kettle, Director of Freeway Construction

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Approved

Major Projects Committee

Date: January 18, 2007

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

MINUTES SUMMARY

Major Projects Committee

November 9, 2006

9:00 a.m.

Location:

SANBAG Offices

1170 W. 3rd Street, 2nd Floor

San Bernardino, CA 92410

The Super Chief Room

Major Projects Committee Attendance

Vice-Chair

Grace Vargas, Mayor
City of Rialto

Mark Nuaimi, Mayor
City of Fontana

Pat Gilbreath, Mayor Pro Tem
City of Redlands

Dennis Hansberger, Supervisor
County of San Bernardino

Bea Cortes, Mayor Pro Tem
City of Grand Terrace

Pat Morris, Mayor
City of San Bernardino

Robert Christman, Council
City of Loma Linda

Alan Wapner, Mayor Pro Tem
City of Ontario

Richard Riddell, Mayor
City of Yucaipa

Paul M. Eaton, Mayor
City of Montclair

Diane Williams, Mayor Pro Tem
City of Rancho Cucamonga

San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
Service Authority for Freeway Emergencies
County Congestion Management Agency

**Major Projects Committee
MINUTES SUMMARY**

**November 9, 2006
9:00 a.m.**

LOCATION:
Santa Fe Depot
1170 W. 3rd Street, 2nd Floor, San Bernardino
The Super Chief Room

CALL TO ORDER – 9:00 a.m.
(Meeting chaired by Mayor Grace Vargas.)

- I. Agenda Notices/Modifications
- II. Announcements

1. Possible Conflict of Interest Issues for the SANBAG Major Projects Meeting of November 9, 2006 Pg. 9

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Member abstentions shall be stated and recorded on the appropriate item in the minutes summary for each month.

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

2. Major Projects Attendance Roster Pg. 13

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

3. Approval of the October Meeting Minutes Pg. 15

Notes/Action

**See each item
for conflicts.**

**This item
rescheduled for
approval at
next meeting.**

Consent Calendar Cont'd

4. **Construction Change Orders to Ongoing SANBAG Construction Contracts with Brutoco Engineering & Construction, Atkinson Contractors LP, and Atkinson/MCM JV, and Tony's Multi-Service Firm, Inc.** Pg. 21

Review and Ratify Change Orders. TN 82407000. **Darren Kettle**

MOTION:
EATON
SECOND:
GILBREATH
ABSTAINED:
WAPNER
MOTION
CARRIED.

Discussion Calendar

5. **Amendment No 1 to Contract No. 05-036 for Highway Landscaping of SR 71 to Belaire-West Landscaping, Inc.** Pg. 31

1. Approve Amendment No. 1 to Contract No. 05-036 to Belaire-West Landscaping, Inc. for Highway Landscaping of SR 71 in the amount of \$88,275, and
2. Amend the SANBAG 2006/2007 Budget increasing expenditures and revenues in Task Number 81807000 in the amount of \$88,275 as detailed in the Financial Impact Section. Funding sources is Measure I Valley Major Projects. **Darren Kettle**

MOTION:
MORRIS
SECOND:
GILBREATH
MOTION
CARRIED

6. **Amendment No. 4 to Purchase order No. 0432 to P&D Consultants for construction management services for the State Route 71 Landscape Project.** Pg. 37

1. Approve Amendment No. 4 to Purchase Order No. 0432 with P&D Consultants increasing the amount by \$45,000 to provide Construction Management Services for Route 71 Landscaping completion project, and
2. Amend the SANBAG 2006/2007 Budget increasing expenditures and revenues in Task Number 81807000 in the amount of \$88,275 as detailed in the Financial Impact Section. Funding sources is Measure I Valley Major Projects. TN81807000. **Darren Kettle**

MOTION:
EATON
SECOND:
GILBREATH
MOTION
CARRIED.

7. **Amendment No. 1 to Contract No. 03-014 with David Evans Associates for construction staking on Route 210 East and I-10 projects.** Pg. 41

Approve Amendment No. 1 to Contract No. 03-014 with David Evans and Associates for construction staking on Route 210 East and I-10 projects increasing the contract amount by \$1,504,239. The new total contract amount is \$7,286,300. TN 82407000 and TN 86007000. **Darren Kettle**

MOTION:
GILBREATH
SECOND:
NUAIMI
OPPOSED:
CHRISTMAN
MOTION
CARRIED.

8. Amendments to extend period of performance for various contracts Pg. 51

Recommend approval of amendments to extend period of performance:

CN 98-042-05	Traffic Operations Inc.	Extend to 12/31/07
CN 98-043-05	Hi-Way Safety Services	Extend to 12/31/07
CN 99-019-04	EPT Design	Extend to 12/31/07
CN 05-007-01	Parsons Brinkerhoff (PB)	Extend to 12/31/07
CN 95-065-04	County Real Estate Services	Extend to 12/31/07
CN 02-011-05	LAN Engineering	Extend to 06/30/07
CN 01-061-06	URS Corporation	Extend to 06/30/07

Darren Kettle

MOTION:
EATON
SECOND:
WAPNER
MOTION
CARRIED.

9. Request for Qualifications (RFQ) No. C07012 for Preliminary Engineering and Environmental Document Development for BNSF/UP Colton Crossing Project Pg. 67

1. Authorize release Request for Qualifications (RFQ) No. C07012 for Preliminary Engineering and Environmental document development for BNSF/UP Colton Crossing Project, and
2. Waive SANBAG Policy 11000, VII (C) (local preference policy) in order to maximize competition and ensure an adequate pool of qualified firms. Darren Kettle

MOTION:
CORTES
SECOND:
GILBREATH
MOTION
CARRIED.

10. Amendment No. 2 to Contract 04-009 with HNTB Corporation for construction support services for State Route 210 Project, segment 10 Pg. 69

1. Approve Amendment No. 2 to Contract No. 04-009 with HNTB Corporation for construction support services for State Route 210 Project, segment 10 increasing the contract amount by \$125,000 for total not to exceed amount of \$525,000. TN 82407000
2. Approve Amendment to the SANBAG 2006/07 budget increasing revenues and expenditures in the amount of \$125,000 in Task 82407000 as described in the Financial Impact section below. Funding source is Measure I Valley Major Projects unallocated reserve. Darren Kettle

MOTION:
EATON
SECOND:
GILBREATH
OPPOSED:
CHRISTMAN
MOTION
CARRIED.

11. Approve Plans and Specifications and Authorize advertising for Construction Bids for Ramona Avenue Grade Separation Pg. 75

Approve Plans and Specifications and Authorize advertising for Construction Bids for Ramona Avenue Grade Separation. Darren Kettle

MOTION:
EATON
SECOND:
MORRIS
MOTION
CARRIED.

	Notes/Action
<p>12. Authorize staff to proceed directly to Board for award of Contract No. C07095 for Interstate 215 5th Street Overcrossing Construction Pg. 77</p> <p>Authorize staff to proceed directly to Board for award of Contract No. C07095 for Interstate 215 5th Street Overcrossing Construction. Darren Kettle</p>	<p>MOTION: EATON SECOND: HANSBERGER MOTION CARRIED.</p>
<p>13. Waiver of Local Preference Policy for Request for Qualifications (RFQ) for the I-10 HOV Lane Addition and the I-15/I-215 Devore Interchange Project Development Activities Pg. 79</p> <p>Waive SANBAG Policy 11000, VII (C) (local preference policy) for RFQs for Project Development Activities for the I-10 HOV Lane Addition and the I-15/I-215 Devore Interchange in order to maximize competition and ensure an adequate pool of qualified firms/teams. Darren Kettle</p>	<p>MOTION: CHRISTMAN SECOND: EATON MOTION CARRIED.</p>
<p>14. Measure I 2010-2040 Strategic Plan Policy Issues Pg. 81</p> <p>Review and discuss white paper issues for furtherance of the Strategic Plan. Darren Kettle</p>	<p>INFORMATION ONLY.</p>
<p>15. Award of Contract No. C07024 with Harris and Associates for State Street/University Parkway Grade Separation Construction Management Pg. 107</p> <p>Approve Contract No. C07024 with Harris and Associates for State Street/University Parkway Grade Separation Construction Management in the amount of \$3,740,000 as detailed in the Financial Impact Section. TN 87107000. Darren Kettle</p>	<p>MOTION: EATON SECOND: GILBREATH MOTION CARRIED.</p>
<p>16. Construction Cooperative Agreement No. C07130 with Caltrans for the Interstate 215 Segment 3 Pg. 111</p> <p>Approve Construction Cooperative Agreement No. C07130 with Caltrans I-215 Segment 3. Darren Kettle</p>	<p>MOTION: CHRISTMAN SECOND: EATON MOTION CARRIED.</p>
<p>17. Acronym Listing Pg. 115</p>	
<p>18. Additional Items from Committee Members</p>	
<p>19. Brief Comments by General Public</p>	
<p>20. Director's Comments</p>	

ADJOURNMENT

**The next Major Projects Meeting
is December 14th, 2006.**

MINUTES SUMMARY

Major Projects Committee

October 12, 2006

9:00 a.m.

Location:

SANBAG Offices

1170 W. 3rd Street, 2nd Floor

San Bernardino, CA 92410

The Super Chief Room

Major Projects Committee Membership

Chair

John Pomierski, Mayor
City of Upland

Dennis Yates, Mayor
City of Chino

Robert Christman, Council
City of Loma Linda

Vice-Chair

Grace Vargas, Mayor
City of Rialto

Gwenn Norton-Perry, Mayor Pro Tem
City of Chino Hills

Paul M. Eaton, Mayor
City of Montclair

Paul Biane, Supervisor
County of San Bernardino

Deirdre Bennett, Mayor
City of Colton

Alan Wapner, Mayor Pro Tem
City of Ontario

Dennis Hansberger, Supervisor
County of San Bernardino

Mark Nuaimi, Mayor
City of Fontana

Diane Williams, Mayor Pro Tem
City of Rancho Cucamonga

Josie Gonzales, Supervisor
County of San Bernardino

Bea Cortes, Mayor Pro Tem
City of Grand Terrace

Pat Gilbreath, Mayor Pro Tem
City of Redlands

Gary Ovitt, Supervisor
County of San Bernardino

Larry McCallon, Council
City of Highland

Pat Morris, Mayor
City of San Bernardino

Richard Riddell, Mayor
City of Yucaipa

San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
Service Authority for Freeway Emergencies
County Congestion Management Agency

Major Projects Committee

**October 12, 2006
9:00 a.m.**

**LOCATION:
Santa Fe Depot
1170 W. 3rd Street, 2nd Floor, San Bernardino
The Super Chief Room**

CALL TO ORDER – 9:00 a.m.
(Meeting chaired by Mayor John Pomierski.)

- I. Agenda Notices/Modifications
- II. Announcements

**1. Possible Conflict of Interest Issues for the SANBAG Major Projects Pg. 7
Meeting of September 21, 2006**

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Member abstentions shall be stated and recorded on the appropriate item in the minutes summary for each month.

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

2. Major Projects Attendance Roster Pg. 11

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

3. Approval of the September Meeting Minutes Pg. 13

Notes/Action

MOTION:
McCallon
SECOND:
Eaton
Motion carried.

Consent Calendar Cont'd

4. **Construction Change Orders to Ongoing SANBAG Construction Contracts with Yeager/Skanska, Inc.** Pg. 19

Review and Ratify Change Orders. TN 82407000. **Darren Kettle**

MOTION:
McCallon
SECOND:
Eaton
ABSTAINED:
Cortes
Motion carried.

5. **Construction Change Orders to Ongoing SANBAG Construction Contracts with Brutoco Engineering & Construction, Atkinson Contractors LP, and Atkinson/MCM JV, and Tony's Multi-Service Firm, Inc.** Pg. 21

Review and Ratify Change Orders. TN 82407000. **Darren Kettle**

MOTION:
McCallon
SECOND:
Eaton
ABSTAINED:
Wapner
Motion carried.

Discussion Calendar

6. **Measure I 2010-2040 Major Freeway Project – Project Development Advancement** Pg. 37

1. Authorize advancement of Measure I Valley Major Projects Funds to initiate project development activities for the Interstate 10 HOV Lane Addition project and the Interstate 15/215 Devore Interchange project to be reimbursed from first available revenues from the Measure I 2010-2040 Valley Freeway Program and from the Measure I 2010-2040 Cajon Pass program, respectively, and

2. Approve budget amendment to the 2006/07 Budget increasing funding source revenues and expenditures in the following tasks:

TN 84507000 I-10 Corridor Project Development	\$500,000
TN 88007000 I-15/I-215 Devore Interchange	\$500,000

Revenue Source is Measure I Valley Major Projects funds, and

3. Authorize staff to release Request for Qualifications for project development activities for the I-10 HOV Lane Addition Preliminary Engineering and Environmental Document Preparation and the I-15/I-215 Devore Interchange Project Study Report and Preliminary Engineering and Environmental Document Preparation as two separate and distinct projects. **Darren Kettle**

MOTION:
Eaton
SECOND:
Nuaimi
Motion carried.

<i>Notes/Action</i>		
7. Construction Cooperative Agreement No. C07085 with the City of Montclair for the Ramona Avenue Grade Separation project	Pg. 39	MOTION: Morris SECOND: Nuaimi Motion carried.
1. Approve Construction Cooperative Agreement No. C07085 with the City of Montclair for the Ramona Avenue Grade Separation project, and		
2. Approve budget amendment to the 2006/07 Budget to add the Ramona Avenue Grade Separation task (TN 87207000), and recognize revenues and expenditures in the amount of \$5,040,000 as described in the financial impact section below. Revenue sources are \$5 million from the City of Montclair and \$40,000 from Measure I Valley arterial funds. TN 87207000. Darren Kettle		
8. Award of Contract No. 06-045 with David Evans and Associates for I-215 5th Street Overcrossing Construction Staking services.	Pg. 47	MOTION: McCallon SECOND: Cortes Motion carried.
Award of Contract No. 06-045 with David Evans and Associates for I-215 5 th Street Overcrossing Construction Staking services in the amount of \$1,301,719 as detailed in the Financial Impact Section. TN 83807000. Darren Kettle		
9. Award of Contract No. 06-044 with Ninyo & Moore for I-215 5th Street Overcrossing Materials Testing services.	Pg. 65	MOTION: McCallon SECOND: Cortes Motion carried.
Approve Contract No. 06-044 with Ninyo & Moore for I-215 5 th Street Overcrossing Materials Testing services in the amount of \$467,500 as detailed in the Financial Impact Section. TN 83807000. Darren Kettle		
10. Measure I 2010-2040 Strategic Plan Policy Issues	Pg. 81	Information only.
Review and discuss white paper issues for furtherance of the Strategic Plan. Darren Kettle		
11. Acronym Listing	Pg. 105	
12. Additional Items from Committee Members		
13. Brief Comments by General Public		
14. Director's Comments		

ADJOURNMENT @ 9:40 a.m.

**The next Major Projects Meeting
is November 9th, 2006.**

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 4

Date: January 18, 2007

Subject: Construction Change Orders to On-going SANBAG Construction Contracts with Brutoco Engineering & Construction, Atkinson Contractors LP, Atkinson/MCM JV, Tony's Multi-Service Firm, Inc., and Diversified Services, Inc.

Recommendation:* Review and ratify change orders.

Background: This item addresses on-going construction contracts with Brutoco Engineering & Construction, Inc, Atkinson Contractors LP, Atkinson/MCM JV, Tony's Multi-Service Firm, Inc, and Diversified Services, Inc.

As directed by SANBAG Board action on September 1, 1999, the status of construction change orders (CCOs) is presented below:

- A. CN 04-018 with Brutoco Engineering & Construction for construction of I-10 Truck Climbing Lane project: No new CCOs have been approved since the last Major Projects Committee action.
- B. CN 05-014 with Atkinson Contractors, LP for construction of SR-210 Segments 9/10/11 Mainline project: CCO No. 40 Supplement No. 2 (\$40,000 increase for retaining wall on Easton), CCO No. 66 (no cost for JITT training), and CCO No. 68 (\$35,000 increase for all weather surfacing near Easton Square apts.) have been approved since the last Major Projects Committee action.

Approved
Major Projects Committee

Date: January 18, 2007

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

- C. CN 05-005 with Atkinson Contractors/MCM JV for construction of SR-210 Segment 11 Early project: CCO No. 26 (\$9,047 increase for tieback wall modification), CCO No. 27 Supplement No. 1 (\$50,773 increase for modifications to State Street drain), and CCO No. 30 (\$121,385 increase for asphalt price fluctuations) have been approved since the last Major Projects Committee action.
- D. CN 06-001 with Atkinson Contractors, LP for construction of I-10 Median Mixed-Flow Lane project: CCO No. 21 (\$25,437 decrease for deletion of temporary supports) has been approved since the last Major Projects Committee action.
- E. CN 06-016 with Tony's Multi-Service Firm, Inc. for construction of SR-210 Segment 1 Landscaping: CCO No. 5 (\$25,000 increase for rock removal) has been approved since the last Major Projects Committee action.
- F. CN 06-017 with Tony's Multi-Service Firm, Inc. for construction of SR-210 Segment 2 Landscaping: CCO No. 4 (\$25,000 increase for rock removal) and CCO No. 5 (\$3,575 decrease for plant size substitution) have been approved since the last Major Projects Committee action.
- G. CN 06-064 with Diversified Services, Inc. for construction of SR-210 Segment 3 Landscaping: CCO No. 2 (no cost change for pipe substitution) and CCO No. 4 (\$2,300 increase for irrigation crossover extension) have been approved since the last Major Projects Committee action.
- H. CN 06-065 with Tony's Multi-Service Firm, Inc. for construction of SR-210 Segment 4 Landscaping: CCO No. 2 (\$4,215 increase for additional water fees) has been approved since the last Major Projects Committee action.

Financial Impact: This item imposes no financial impact, as all CCOs are within previously approved contingency amounts. TN 82407 and TN 86007.

Reviewed By: This item will be reviewed by the Major Projects Committee on January 18, 2007.

Responsible Staff: Darren Kettle, Director of Freeway Construction

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 01/09/2007)

SEGMENTS 9, 10, 11 MAINLINE
Contract No. 05-014

CCO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO FROM	CUFHWA Concurrence TO FROM	SANBAG Approval TO FROM	DATE APPROVED	STATUS/REMARKS
*CONTINGENCY & SUPPLEMENTAL WORK BUDGET >>>													
\$11,062,039.52													
1	MAINTAIN ROADWAY AND TRAFFIC CONTROL ...	EWFA	0	\$45,000.00				1/27/05	1/27/05	1/29/05	2/4/05	2/10/05	Approved & Implemented
(S)				\$45,000.00	0.05%	\$45,000.00	\$ 11,017,039.52		2/10/05	<< Approved Copies	2/10/05		
1	ADDITIONAL FUNDS FOR CCO 1	EWFA	0	\$45,000.00				6/24/05	n/a	n/a	6/30/05	7/6/05	Approved & Implemented
S1				\$45,000.00	0.05%	\$90,000.00	\$ 10,972,039.52		7/6/05	<< Approved Copies			
1	ADDITIONAL FUNDS FOR CCO 1	EWFA		\$100,000.00				10/12/05	11/8/05	4/5/06	10/12/05	11/4/05	Approved & Implemented
S2				\$100,000.00	0.10%	\$190,000.00	\$ 10,872,039.52		11/8/05	N/A			
1	ADDITIONAL FUNDS FOR CCO 1	EWFA		\$115,000.00				3/30/06	N/A	4/5/06	4/3/06	4/5/06	Approved & Implemented
S3				\$115,000.00	0.12%	\$305,000.00	\$ 10,757,039.52		4/5/06	<< Approved Copies			
1	ADDITIONAL FUNDS FOR CCO 1	EWFA		\$130,000.00				11/1/06	N/A	11/3/06	11/1/06	11/6/06	Approved & Implemented
S4				\$130,000.00	0.13%	\$435,000.00	\$ 10,627,039.52		11/7/06	<< Approved Copies			
2	MAINTAIN EXISTING AND TEMPORARY ELECTRICAL SYSTEM	EWFA	0	\$50,000.00				1/27/05	1/27/05	1/29/05	2/4/05	2/10/05	Approved & Implemented
S1				\$50,000.00	0.05%	\$90,000.00	\$ 10,577,039.52		2/10/05	<< Approved Copies			
2	ADDITIONAL FUNDS	EWFA		\$65,000.00				10/27/05	N/A	Follow Up Re	10/27/05	11/2/05	Approved & Implemented
S1				\$65,000.00	0.07%	\$550,000.00	\$ 10,512,039.52		11/27/05	<< Approved Copies			
3	FEDERAL APPRENTICESHIP TRAINING	ACUP	0	\$49,920.00				2/2/05	2/2/05	2/1/05	2/15/05	2/17/05	Approved & Implemented
(S)				\$49,920.00	0.05%	\$599,920.00	\$ 10,462,119.52		2/17/05	<< Approved Copies			
4	ACACIA CUL-DE-SAC	EWFA	0	\$3,000.00				3/4/05	3/18/05	3/7/05	3/22/05	3/29/05	Approved & Implemented
S1				\$3,000.00	0.04%	\$638,069.00	\$ 10,423,970.52		3/29/05	<< Approved Copies			
5	CUT, TRIM, REMOVE & DISPOSE OLEANDERS & MISC. SHRUBS ALONG ...	EWFA	0	\$35,000.00				2/7/05	2/7/05	2/8/05	2/15/05	2/17/05	Approved & Implemented
S1				\$35,000.00	0.04%	\$673,069.00	\$ 10,388,970.52		2/17/05	<< Approved Copies			
6	STRIPING PLANS FOR HIGHLAND DETOUR	EWFA	0	\$15,000.00				3/4/05	3/16/05	3/7/05	3/22/05	3/29/05	Approved & Implemented
S1				\$15,000.00	0.03%	\$742,069.00	\$ 10,319,970.52		3/29/05	<< Approved Copies			
7	REVISED PLAN SHEETS (CLARIFICATIONS)	NCNC	0	\$0.00				2/15/05	2/17/05	2/18/05	3/8/05	3/16/05	Approved & Implemented
S1				\$0.00	0.00%	\$742,069.00	\$ 10,319,970.52		3/16/05	<< Approved Copies			
8	MAN-MADE BURIED OBJECTS	EWFA	0	\$30,000.00				3/7/05	3/18/05	3/8/05	3/22/05	3/29/05	Approved & Implemented
S1				\$30,000.00	0.03%	\$772,069.00	\$ 10,289,970.52		3/29/05	<< Approved Copies			
9	ADDITIONAL FUNDS	EWFA	0	\$45,000.00				5/25/05	N/A	Follow Up Request	5/23/05	5/26/05	Approved & Implemented
S1				\$45,000.00	0.05%	\$817,069.00	\$ 10,244,970.52		5/31/05	6/23/06	7/5/06		
10	ADDITIONAL FUNDS	EWFA	0	\$40,000.00				11/21/05	N/A	Follow Up Request	11/22/05	11/29/05	Approved & Implemented
S2				\$40,000.00	0.04%	\$857,069.00	\$ 10,204,970.52		11/30/05	6/23/06	7/5/06		
11	MAINTAIN UTILITY FACILITIES	EWFA	0	\$30,000.00				3/7/05	3/18/05	3/8/05	3/22/05	3/29/05	Approved & Implemented
S1				\$30,000.00	0.03%	\$887,069.00	\$ 10,174,970.52		3/29/05	<< Approved Copies			

Contract Bid Amount >> \$99,383,665.18

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 01/09/2007)

SEGMENTS 9, 10, 11 MAINLINE
Contract No. 05-014

CCO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO FROM	CTFRWA Concurrence TO FROM	SANBAG Approval TO FROM	DATE APPROVED	STATUS/ REMARKS
9 S1	ADDITIONAL FUNDS	EWFA		\$40,000.00		\$227,069.00	\$ 10,349,970.52	9/26/05	N/A	6/23/06	9/26/05	9/28/05	Approved & Implemented
9 S2	ADDITIONAL FUNDS	EWFA		\$40,000.00	0.04%	\$227,069.00	\$ 10,349,970.52	7/18/06	N/A	<< Approved Copies	7/18/06	8/2/06	Approved & Implemented (Note Rec'd from HL)
10	REMOVE TEMPORARY LIGHTING ALONG HIGHLAND	EWFA	0	\$45,000.00	0.05%	\$272,069.00	\$ 10,089,970.52	3/21/05	3/28/05	3/22/05	3/31/05	3/30/05	Approved & Implemented
11	GRAFFITI REMOVAL	EWFA	0	\$30,000.00	0.03%	\$1,002,069.00	\$ 10,059,970.52	3/31/05	4/1/05	4/4/05	4/4/05	4/5/05	Approved & Implemented
12	REVISED DRAINAGE PLANS - SEGMENT 11	ITEM	0	\$10,000.00	0.01%	\$1,012,069.00	\$ 10,049,970.52	4/7/05	5/6/05	4/11/05	5/18/05	5/18/05	Approved & Implemented
13	ADJUSTMENT TO VARIOUS ELECTRICAL BID ITEMS	ACLS		\$63,410.40	0.06%	\$1,075,479.40	\$ 9,986,560.12	8/9/06	8/11/06	<< Approved Copies	8/24/06	8/10/06	To Attn & CT - 8/11/06
14	ADDITIONAL BNSF INSURANCE COVERAGE	ACLS	0	\$5,784.13	0.01%	\$1,081,263.53	\$ 9,980,775.99	5/27/05	6/3/05	6/30/05	7/5/05	7/6/05	Approved & Implemented
15	ELECTRICAL SERVICE CONNECTION FEES	EWFA	0	\$20,152.67	0.02%	\$1,101,416.20	\$ 9,960,623.32	5/3/05	5/3/05	5/6/05	5/9/05	5/18/05	Approved & Implemented
15 S1	ADDITIONAL FUNDS	EWFA	0	\$30,000.00	0.03%	\$1,131,416.20	\$ 9,930,623.32		5/18/05	<< Approved Copies			IN PROCESS - On Hold for additional scope
16	MODIFY VULCAN EAST DRIVEWAY	EWFA	0	\$150,000.00	0.15%	\$1,281,416.20	\$ 9,780,623.32	7/15/05	7/21/05	7/22/05	8/5/05	8/9/05	Approved & Implemented
16 S1	ADDITIONAL FUNDS	EWFA		\$15,000.00	0.02%	\$1,296,416.20	\$ 9,765,623.32	9/21/05	8/10/05	<< Approved Copies			Approved & Implemented
16 S2	ADDITIONAL FUNDS	EWFA		\$15,000.00	0.02%	\$1,311,416.20	\$ 9,750,623.32	12/7/05	N/A	6/23/06	12/7/05	12/12/05	Approved & Implemented
17 (S)	SWPPP MAINTENANCE SHARING	EWFA	0	\$30,000.00	0.03%	\$1,341,416.20	\$ 9,720,623.32	5/3/05	5/3/05	5/17/05	5/9/05	5/18/05	Approved & Implemented
17 S1	ADDITIONAL FUNDS	EWFA	0	\$40,000.00	0.04%	\$1,381,416.20	\$ 9,680,623.32		5/18/05	<< Approved Copies			IN PROCESS
18	REVISION TO N LINE PROFILE	NCNC	0	\$0.00		\$1,421,416.20	\$ 9,640,623.32	5/17/05	5/26/05	5/26/05	6/1/05	6/2/05	Approved & Implemented
19	ILLICIT DUMPING	EWFA	0	\$30,000.00	0.03%	\$1,451,416.20	\$ 9,610,623.32	4/15/05	6/9/05	6/10/05	6/13/05	6/15/05	Approved & Implemented
20	AYALA PIPE EXTENSION	EWFA	0	\$15,000.00	0.02%	\$1,466,416.20	\$ 9,595,623.32	5/27/05	6/3/05	6/2/05	6/9/05	6/15/05	Approved & Implemented

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 01/09/2007)

SEGMENTS 9, 10, 11 MAINLINE.
Contract No. 05-014

COO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	COO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR			CI/FHWA Concurrence			SANBAG Approval			DATE APPROVED	STATUS/REMARKS
									TO	FROM		TO	FROM		TO	FROM			
21	SBCFCD MAINTENANCE TURN-AROUND- SEGMENT 9	EWFA	0	\$15,000.00				7/14/05	7/15/05	7/22/05	7/15/05	8/1/05	7/22/05	7/26/05				7/26/05	Approved & Implemented
				\$15,000.00	0.02%	\$1,481,416.20 \$	9,580,623.32		7/27/05	<< Approved Copies									
22	PROVIDE PEPPER AVE ACCESS - Segment 10	ITEM	0	\$11,331.36				5/23/05	5/25/05	6/17/05	5/26/05	7/28/05	6/17/05	6/23/05				6/23/05	Approved & Implemented
				\$11,331.36	0.01%	\$1,492,747.56 \$	9,569,291.96		7/11/05	<< Approved Copies									
22 \$1	ADDITIONAL FUNDS	EWFA		\$2,000.00				8/18/05	8/22/05	8/31/05	9/8/05	9/8/05	9/8/05	9/19/05				9/19/05	Approved & Implemented
				\$2,000.00	0.00%	\$1,494,747.56 \$	9,567,291.96		9/19/05	<< Approved Copies									
23	DRAINAGE DETAILS & INCREASED PIPE SIZES IN SEGMENT 9	ITEM		\$7,446.00				8/18/05	9/9/05	9/30/05	9/9/05		8/18/05	12/6/05				12/6/05	Approved & Implemented
				\$7,446.00				10/9/05	12/6/05	12/16/05	12/6/05	12/14/05	12/16/05	1/9/06				1/9/06	Approved & Implemented
				\$7,446.00	0.01%	\$1,502,193.56 \$	9,559,845.96		1/9/06	<< Approved Copies									
24	SEGMENT 11 DRAINAGE REVISION	ITEM	0	\$7,446.00				6/6/05	6/17/05	6/30/05	6/17/05	6/28/05	7/5/05	7/6/05				7/6/05	Approved & Implemented
		EWFA		\$15,352.80	0.02%	\$1,517,546.36 \$	9,544,493.16		7/6/05	<< Approved Copies									
25	ADDITIONAL DRAINAGE WORK / MODIFY NEW & EXISTING DRAINAGE FACILITIES	EWFA	0	\$30,000.00				6/16/05	6/17/05	6/28/05	6/17/05	6/28/05	7/5/05	7/6/05				7/6/05	Approved & Implemented
				\$15,352.80					7/6/05	<< Approved Copies									
25 \$1	ADDITIONAL FUNDS	EWFA		\$115,000.00				7/19/06	N/A	N/A	9/13/06		7/19/06	9/14/06				9/14/06	Approved & Implemented
				\$115,000.00	0.12%	\$1,662,546.36 \$	9,399,493.16	9/12/06	9/15/06	<< Approved Copies									
26	MODIFICATIONS TO THE INTERSECTIONS OF LILAC/CASUALIA AND LILAC/TAHOE	EWFA	0	\$55,000.00				10/28/05	11/22/05	12/5/05	11/22/05	12/1/05	10/31/05	12/7/05				12/7/05	Approved & Implemented
				\$55,000.00	0.06%	\$1,717,546.36 \$	9,344,493.16		12/7/05	<< Approved Copies									
27	SBCFCD MAINTENANCE TURN-AROUND- SEGMENT 11	EWFA	0	\$10,000.00				7/18/05	7/29/05	12/1/05	7/29/05	8/17/05	12/6/05	12/7/05				12/7/05	Approved & Implemented
				\$10,000.00	0.01%	\$1,727,546.36 \$	9,334,493.16	12/1/05	12/5/05	<< Approved Copies									
27 \$1	ADDITIONAL FUNDS	EWFA	0	\$45,000.00				5/9/06	N/A	N/A			5/9/06	6/26/06				6/26/06	Approved & Implemented
				\$45,000.00	0.06%	\$1,772,546.36 \$	9,289,493.16		6/26/06	<< Approved Copies									
28	SEGMENT 10 BRIDGE WELDED STEEL CASING PAYMENT	EWLS	0	\$52,932.24				12/5/05	12/8/05	12/16/05	12/8/05	12/14/05	12/16/05	1/9/06				1/9/06	Approved & Implemented
				\$52,932.24	0.05%	\$1,825,478.60 \$	9,236,560.92	12/7/05	1/9/06	<< Approved Copies									
29	SEGMENT 10 EARLY PUNCHLIST ITEMS @ RIVERSIDE AND EASTON	EWFA	0	\$30,200.01				4/7/06	4/14/06	5/3/06	4/14/06	4/28/06	4/13/06	5/9/06				5/9/06	Approved & Implemented
		ADJ		\$26,897.40					5/9/06	<< Approved Copies									
30	SEGMENT 9 & 10 EARLY SOUNDWALL COMPLETION	ITEM	0	\$90,331.00				2/28/06	3/10/06	4/3/06	3/10/06	4/19/06	4/17/06	4/17/06				4/17/06	Approved & Implemented
		EWFA		\$120,000.00					Revised Transmittal >>>	4/19/06	4/19/06	4/19/06	4/17/06	4/17/06				4/17/06	Approved & Implemented
				\$146,897.40	0.15%	\$2,002,576.01 \$	9,059,463.51	8/15/05	9/14/05	10/4/05	10/4/05	10/4/05	10/7/05	10/7/05				10/7/05	Approved & Implemented
31	MSE WALL CHANGE	ITEM	0	\$90,331.00					10/7/05	<< Approved Copies									Transmis- Revised per CT
		ACLS		\$21,238.00					10/7/05	<< Approved Copies									Approved & Implemented
				\$75,093.00	0.08%	\$2,077,669.01 \$	8,984,370.51	1/18/06	1/26/06				1/18/06	1/26/06				IN PROCESS	
31 \$1	MSE WALL ADDITIONAL CHANGES	ITEM	0	\$27,335.00															
		EWFA		\$41,820.00															
				\$14,485.00	0.01%	\$2,092,154.01 \$	8,969,855.51	3/24/06	3/29/06	4/11/06	3/29/06	5/3/06	3/24/06	4/19/06				4/19/06	Approved & Implemented
32	SEG 10 EARLY PUNCHLIST: RELOC WVWD & SBC UTILITIES @ RIVERSIDE AND GALWAY INTERS.	EWLS	0	\$58,496.35					Revised Transmittal Per CT >>>	5/3/06	5/3/06	5/3/06	4/14/06	4/19/06				4/19/06	Approved & Implemented
		EWFA		\$5,000.00					4/19/06	<< Approved Copies			6/19/06	7/10/06				7/10/06	Approved & Implemented
				\$53,496.35	0.06%	\$2,155,653.36 \$	8,906,386.16	6/8/06	6/23/06	7/5/06	6/22/06	6/30/06	6/19/06	7/10/06				7/10/06	Approved & Implemented
32 \$1	CONSTRUCT RETAINING WALL 1195 @ NW RIVERSIDE & GALWAY	EWFA		\$100,000.00					7/14/06	<< Approved Copies									Approved & Implemented
				\$100,000.00	0.10%	\$2,255,653.36 \$	8,806,386.16												

SEGMENTS 9, 10, 11 MAINLINE
Contract No. 05-014

San Bernardino Associated Governments
CONTRACT CHANGE ORDER AND CONTINGENCY BALANCE LOG

(Updated: 01/09/2007)

NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR		CTFHWA Concurrence		SANBAG Approval		DATE APPROVED	STATUS/ REMARKS
									TO	FROM	TO	FROM	TO	FROM		
32	INTERSECTION SIGNALIZATION & DRIVEWAY DESIGN															Awaiting Contractor's Cost Estimate 08-30-05
33	REVISE FIBER OPTIC CONDUIT SYSTEM 100' IN SEGMENTS 9 & 11	ITEM ADJ		\$0.00 \$6,500.00 \$132,604.94	0.00%	\$2,255,653.36	\$ 8,806,386.16	3/20/06	3/21/06	5/3/06	3/21/06	4/6/06	3/20/06	3/21/06	5/31/06	Approved & Implemented
34	DRAINAGE SYSTEM SA ALIGNMENT MODIFICATION	ITEM ACLS		\$139,104.94 \$25,956.00 \$115,920.00	0.14%	\$2,394,756.30	\$ 8,667,281.22	3/21/06	5/31/06	5/3/06	4/19/06	4/27/06	3/21/06	4/19/06	5/9/06	Approved & Implemented
35	ADD WB AUXILIARY LANE & SIGN STRUCTURE CHANGES	ITEM ACLS		\$141,876.00 \$5,177.34 \$22,691.00	0.14%	\$2,536,634.30	\$ 8,525,405.22	3/27/06	3/29/06	5/9/06	3/29/06	4/6/06	3/27/06	3/29/06	5/9/06	FORWARDED TO ATKN & CALTRANS 3/29/06
36	PARTIAL OPENING OF 210 FWY - SIERRA TO ADLER	EWFA 0		\$27,868.34 \$45,000.00	0.03%	\$2,564,502.64	\$ 8,497,536.88	9/15/05	9/16/05	9/22/05	9/16/05	9/20/05	9/22/05	9/26/05	9/26/05	Approved & Implemented
37	MBGR PER 2004 STANDARD SPECS	NCNC 0		\$45,000.00 \$0.00	0.05%	\$2,609,502.64	\$ 8,452,536.88	1/3/06	1/19/06	4/3/06	1/19/06	1/27/06	1/4/06	4/3/06	4/5/06	Approved & Implemented
37	MBGR ANCHOR BLOCK AT TRANSITION			\$0.00	0.00%	\$2,609,502.64	\$ 8,452,536.88		4/5/06	<< Approved Copies						IN PROCESS
38	CACTUS STREET MODIFICATIONS	EWFA ITEM	0	\$0.00 \$20,000.00 \$58,004.78	0.00%	\$2,609,502.64	\$ 8,452,536.88	2/21/06	3/13/06	4/3/06	3/13/06	4/6/06	2/22/06	8/10/06	4/5/06	Approved & Implemented
38	ADDITIONAL FUNDS	EWFA 0		\$78,004.78 \$50,000.00	0.05%	\$2,687,507.42	\$ 8,374,532.10		4/3/06	<< Approved Copies						IN PROCESS
39	PEDESTRIAN OPENINGS - 27TH & CALIFORNIA	ACLS 0		\$50,000.00 \$6,559.08	0.05%	\$2,737,507.42	\$ 8,324,532.10	10/19/05	10/25/05	11/14/05	10/25/05	10/30/05	10/19/05	11/21/05	11/21/05	Approved & Implemented
40	HIGHLAND / EASTON PROFILE REVISION	ITEM EWFA	0	\$6,559.08 \$4,547.58 \$5,000.00	0.01%	\$2,744,066.50	\$ 8,317,973.02	11/15/05	11/17/06	2/17/06	11/17/05	11/20/05	11/15/05	11/17/06	3/1/06	Approved & Implemented
40	CITY OF RIALTO WATERLINE RELOCATION ON EASTON	EWLS		\$9,547.58 \$87,492.15	0.01%	\$2,753,614.08	\$ 8,308,425.44	3/17/06	3/23/06	5/3/06	3/27/06	4/6/06	3/17/06	3/29/06	5/9/06	Approved & Implemented
40	FIRE DEPARTMENT BLOCK WALL AND IRRIGATION	EWFA		\$87,492.15 \$40,000.00	0.05%	\$2,841,106.23	\$ 8,220,933.29	8/22/06	N/A	N/A	9/29/06		8/22/06	9/13/06	10/2/06	Approved & Implemented
41	INCLUDE FIBER OPTIC AS MOH	NCNC 0		\$40,000.00 \$0.00	0.04%	\$2,881,106.23	\$ 8,180,933.29	9/27/05	10/2/06	<< Approved Copies	9/28/05	11/9/05	9/28/05	9/28/05	9/28/05	Approved & Implemented
42	DELETE PORTIONS OF IRRIGATION CROSSOVERS SEG 9 AND EDGE DRAIN SEG 10	ITEM 0		\$0.00 \$24,050.00	0.00%	\$2,881,106.23	\$ 8,180,933.29	10/28/05	11/15/05	11/30/05	11/15/05	11/17/05	10/28/05	11/30/05	1/9/06	Approved & Implemented
43	CACTUS CHANNEL BASIN EROSION CONTROL FOR SBFCFD	EWAP		\$24,050.00 \$103,227.83	-0.02%	\$2,857,056.23	\$ 8,204,983.29	5/12/06	6/23/06	6/28/06	6/23/06	7/24/06	5/12/06	6/28/06	7/24/06	Approved & Implemented
44	DELETE CCIQA FOR ASPHALT CONCRETE	ACUP 0		\$103,227.83 \$74,103.15	0.10%	\$2,960,284.06	\$ 8,101,755.46	1/5/06	1/11/06	2/28/06	10/28/05	12/20/05	1/5/06	4/14/06	3/16/06	Approved & Implemented
				\$-74,103.15	-0.07%	\$2,886,180.91	\$ 8,175,858.61		3/16/06	<< Approved Copies						

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 01/09/2007)

OCO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	OCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO FROM	CT/HWA TO FROM	SANBAG TO FROM	DATE APPROVED	STATUS/ REMARKS
45	SIGN STRUCTURE SPECS CHANGE	ITEM EWAP	0	\$137,697.10				11/28/05	12/2/05	12/2/05	11/29/05	3/24/06	Approved & Implemented
		ITEM ACLS		\$585,480.00				2/20/06	3/14/06	3/16/06	2/20/06	3/27/06	
		ITEM ACLS		\$8,962.80				3/1/06	<< Approved Copies		3/17/06		
46	RETAINING WALL CONCRETE GUTTERS	ACUP		\$732,139.90	0.74%	\$3,618,320.81	\$ 7,443,718.71	5/31/06	6/1/06	6/1/06	5/24/06	6/26/06	Approved & Implemented
				\$48,307.00							6/14/06	6/26/06	
47	REVISIONS TO DRAINAGE SYSTEM 7	ACLS ITEM		\$48,307.00	0.09%	\$3,666,627.81	\$ 7,395,411.71	7/17/06	10/19/06	7/17/06	10/19/06	10/19/06	2nd Copy of CCO 47 To ATKIN 12/1/06, Per their request.
				\$684,340.08				2nd Copy >>>					
48	CAJON OH BENT 2 ALTERNATIVE PILE	ITEM EWFA		\$714,924.08	0.72%	\$4,381,551.89	\$ 6,080,487.63	3/7/06	3/8/06	3/8/06	2/27/06	5/3/06	Approved & Implemented
				\$70,560.00							4/25/06	5/3/06	
				\$90,654.24							6/23/06	7/14/06	
49	EXTEND EXISTING ADAMS ST. STORM DRAIN (OASIS) TO EAST OF UPRR RAILWAY	ITEM		\$20,094.24	0.02%	\$4,401,646.13	\$ 6,660,393.39	6/19/06	6/23/06	6/23/06	6/19/06	7/14/06	Approved & Implemented
				\$22,308.00							7/10/06		
50	CAJON V-DITCH AND OUTLET STRUCTURE	ITEM		\$22,308.00	0.02%	\$4,423,954.13	\$ 6,698,085.39		7/14/06	<< Approved Copies			IN PROCESS
51	SLOPE PAVING - PEPPER, LILAC & 27TH	ITEM EWFA		\$0.00	0.00%	\$4,423,954.13	\$ 6,698,085.39	10/2/06	10/27/06	10/11/06	10/2/06	10/11/06	To Atkin & CT - 12/27/06
				\$165,976.00									
				\$5,000.00									
52	LOCAL STREET SIGNS- METAL POSTS IN LIEU OF WOOD	ACUP		\$170,976.00	0.17%	\$4,594,930.13	\$ 6,467,109.39	6/1/06	6/2/06	6/2/06	6/2/06	6/26/06	Approved & Implemented
				\$1,328.25									
53	SOUNDWALL MASONRY BLOCK SPEC CHANGE	NCNC		\$0.00	0.00%	\$4,596,258.38	\$ 6,465,781.14	5/11/06	5/16/06	5/11/06	5/17/06	5/23/06	Approved & Implemented
				\$0.00									
53 S1	SOUNDWALL MASONRY BLOCK SPEC CHANGE ON BRIDGE STRUCTURES	NCNC		\$0.00	0.00%	\$4,596,258.38	\$ 6,465,781.14	8/2/06	8/11/06	8/11/06	8/2/06	9/14/06	Approved & Implemented
				\$0.00									
54	PREPARE SLOPES @ CACTUS CHANNEL FOR EROSION CONTROL	EWAP		\$102,760.65	0.00%	\$4,596,258.38	\$ 6,465,781.14	5/25/06	5/25/06	5/25/06	5/25/06	9/14/06	Approved & Implemented
				\$0.00									
55	SEG 9 REPAIR DRAINAGE FACILITY AT SW125N & SEG 10 DS-8F	ITEM ACLS		\$102,760.65	0.10%	\$4,699,019.03	\$ 6,363,020.49	5/23/06	6/23/06	6/23/06	6/23/06	7/24/06	Approved & Implemented
				\$75,600.00									
				\$8,142.01									
56	ADJUST. FOR CONCRETE GUTTER IN EXCESS OF 125% EE (SEG 10 & 11)	ACUP ITEM		\$83,742.01	0.08%	\$4,782,761.04	\$ 6,279,278.48	6/19/06	6/23/06	6/23/06	6/19/06	7/14/06	Approved & Implemented
				\$41,415.00									
				\$132,000.00									
57	MODIFY DRAINAGE @ LILAC/ASMAHIA & HARDSHAP @ LILAC/TAHOE	ITEM EWFA		\$90,595.00	0.09%	\$4,873,346.04	\$ 6,188,693.48	12/29/06	1/2/07	1/2/07	12/29/06	1/2/07	IN PROCESS
				\$30,850.00									
				\$85,000.00									
58	RETAINING WALL 150 BARRIER CLOSURE	EWL5		\$115,850.00	0.12%	\$4,989,196.04	\$ 6,072,843.48	6/16/06	6/30/06	6/23/06	6/16/06	7/14/06	Approved & Implemented
				\$2,674.06									
59	SEWER RELOCATION @ SEGMENT 11 BASIN 5			\$2,674.06	0.00%	\$4,991,870.12	\$ 6,070,169.40						IN PROCESS
				\$0.00									
60	ELIMINATE PCC DIKE AND SHOULDER BACKING IN SEGMENT 9	ITEM		\$0.00	0.00%	\$4,991,870.12	\$ 6,070,169.40	8/28/06	8/30/06	8/30/06	8/28/06	8/30/06	IN PROCESS
				\$84,368.00									
				\$84,368.00	-0.08%	\$4,907,502.12	\$ 6,154,537.40						

(Updated: 01/09/2007)

[illegible]

NOTES:

NOTES: * Includes Supplemental Funds & SANBAG Furnished Materials

100

Approved CLOS>>

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SUMMARY OF OVERRUNS FOR ACTIVE ITEMS & CCO WORK						
ITEM NO.	\$ Overrun	\$ Balance	CCO NO.	\$ Overrun	\$ Balance	Total Overrun
		-\$471,656.73				
A13	-\$5,860.00		1,151,152	-20,007.27	-193,269.04	-\$664,925.77
						As of Est. 24 (12/20/06)

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 01/09/2007)

SEGMENTS 9, 10, 11 MAINLINE
Contract No. 05-014

COO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	COO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR		CIFHWA Concurrence		SANBAG Approval		DATE APPROVED	STATUS/REMARKS
									TO	FROM	TO	FROM	TO	FROM		
				A19		\$2,500.00		2,251								
				A20		\$3,078.00		3								
				A69		\$160.00		4								
								5								
				A94		\$70.00		6								
								7								
				B02		\$17,600.00		8,851								
				B10		\$5,008.30		9,951								
				B11		\$10,960.00		10								
				B12		\$16,880.00		11								
				B13		\$9,723.60		12								
				B14		\$1,450.50		13								
				B16		\$21,990.40		14								
				B26		\$148,783.04		15								
				B34		\$22.42		16,1651								
				B38		\$2,310.00		17								
				B39		\$935.63		18								
				B40		\$2,030.00		19								
				B42		\$4,657.50		20								
				B43		\$285.00		21								
				B90		\$4,070.00		22,2251								
				B95		\$11,734.60		23								
				B97		\$630.00		24								
				B98		\$3,864.00		25								
				B106		\$33,280.00		30								
				B107		\$5,413.70		36								
								38								
				B141		\$300.00		40								
				B158		\$1,100.00										
				C15		\$4,500.00										
				C57		\$1,441.64										
				C58		\$7,480.00										
				C116		\$130,800.00										
				C144		\$2,498.40										
				C153		\$10,800.00										

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\$384,433.89

(For use towards the job completion)

SEGMENT 11 EARLY PROJECT CONTRACT No. 05-005

CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 01/09/2007)

COO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	COO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO	CT / FHWA Concurrence FROM	SANBAG Approval TO	DATE APPROVED	STATUS/ REMARKS
*CONTINGENCY & SUPPLEMENTAL WORK BUDGET >>>													
				\$20,000.00					1/31/05	4/4/05	4/4/05	4/5/05	Approved & Implemented
1	MAINTAIN ROADWAY AND TRAFFIC CONTROL ...	EWFA	0					3/29/05	4/6/05	4/4/05	5/20/06	4/5/05	Approved & Implemented
(S)				\$20,000.00	0.05%	\$20,000.00	\$ 3,306,514.00						
1 S1	ADDITIONAL FUNDS	EWFA		\$40,000.00				11/18/05	N/A	N/A	N/A	11/29/05	Approved & Implemented
2	MAINTAIN EXISTING AND TEMPORARY ELECTRICAL SYSTEM	EWFA	0	\$40,000.00	0.13%	\$60,000.00	\$ 3,266,514.00	3/29/05	11/30/05	4/4/05	5/16/05	4/5/05	Approved & Implemented
2 S1	ADDITIONAL FUNDS	EWFA		\$20,000.00					4/6/05	4/4/05			Approved & Implemented
				\$20,000.00	0.05%	\$80,000.00	\$ 3,246,514.00	12/21/05	N/A	N/A	N/A	1/9/06	Approved & Implemented
2 S2	ADDITIONAL FUNDS	EWFA		\$60,000.00					1/9/06	N/A			Approved & Implemented
				\$70,000.00	0.19%	\$140,000.00	\$ 3,186,514.00	7/17/06	N/A	N/A	7/21/06	7/24/06	Approved & Implemented
3	FEDERAL APPRENTICESHIP TRAINING	ACUP	0	\$70,000.00	0.22%	\$210,000.00	\$ 3,116,514.00	4/6/05	7/24/06	4/11/05	5/16/05	4/21/05	Approved & Implemented
(S)				\$14,400.00					4/21/05	4/11/05			Approved & Implemented
4	REMOVE ADDITIONAL TREES & CLEAR / GRUB TO FACILITATE UTILITY RELOCATION	EWFA	0	\$15,000.00	0.05%	\$239,400.00	\$ 3,087,114.00	7/6/05	N/A	N/A	N/A	7/28/05	Approved & Implemented
4 S1	ADDITIONAL FUNDS	EWFA		\$15,000.00					7/27/05	4/11/05	5/16/05	4/21/05	Approved & Implemented
				\$15,000.00	0.05%	\$254,400.00	\$ 3,072,114.00	5/9/05	5/18/05	5/11/05	5/17/05	5/17/05	Approved & Implemented
5	SWPPP MAINTENANCE	EWFA	0	\$40,000.00	0.13%	\$294,400.00	\$ 3,032,114.00	8/11/05	8/17/05	9/14/05	9/15/06	9/19/05	Approved & Implemented
(S)				\$15,000.00					9/18/05	9/14/05			Approved & Implemented
6	MAINTAIN EXISTING UTILITY FACILITIES	EWFA	0	\$15,000.00	0.05%	\$309,400.00	\$ 3,017,114.00	10/14/05	N/A	N/A	N/A	10/25/05	Approved & Implemented
6 S1	ADDITIONAL FUNDS	EWFA		\$85,000.00				10/19/05	10/25/05	4/30/06	5/13/06	6/8/06	Approved & Implemented
				\$15,800.00	0.27%	\$394,400.00	\$ 2,932,114.00	4/27/06	4/30/06	5/25/06	6/6/06	6/15/05	Approved & Implemented
7	HIGHLAND-DELMANN WATER MADISON DRIVEWAY	EWFA		\$4,200.00				5/12/06	5/25/06	6/6/06	6/15/05	6/15/05	Approved & Implemented
		ITEM		\$20,000.00	0.05%	\$414,400.00	\$ 2,912,114.00	6/6/05	6/10/05	6/10/05	8/1/05	8/15/05	Approved & Implemented
8	CONFINED SPACE ATTENDANT	EWFA		\$10,000.00					6/15/05	6/10/05	6/15/05	6/15/05	Approved & Implemented
				\$10,000.00	0.03%	\$424,400.00	\$ 2,902,114.00	11/21/05	N/A	N/A	N/A	11/29/05	Approved & Implemented
8 S1	ADDITIONAL FUNDS	EWFA		\$20,000.00					11/30/05	8/5/05	8/1/05	8/9/05	Approved & Implemented
				\$20,000.00	0.06%	\$444,400.00	\$ 2,882,114.00	7/19/05	7/21/05	7/22/05	8/1/05	8/9/05	Approved & Implemented
9	STATE STREET PILE DEPTH REVISION / PRE-DRILLING	ITEM		\$2,905.00					8/17/05	8/17/05	8/30/05	9/19/05	Approved & Implemented
		EWLS		\$61,675.00					9/19/05	9/19/05	9/19/05	9/19/05	Approved & Implemented
10	MAN MADE BURIED OBJECTS	EWFA		\$64,580.00	0.20%	\$508,980.00	\$ 2,817,534.00	8/15/05	8/17/05	8/17/05	8/30/05	9/19/05	Approved & Implemented
				\$15,000.00					9/19/05	9/19/05	9/19/05	9/19/05	Approved & Implemented
10 S1	ADDITIONAL FUNDS	EWFA		\$15,000.00	0.05%	\$523,980.00	\$ 2,802,534.00	12/22/05	N/A	N/A	N/A	1/9/06	Approved & Implemented
				\$20,000.00					1/9/06	1/9/06	1/9/06	1/9/06	Approved & Implemented
				\$20,000.00	0.06%	\$543,980.00	\$ 2,782,534.00						Approved & Implemented

SEGMENT 11 EARLY PROJECT

CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 01/09/2007)

CONTRACT No. 05-005

CCO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN	CONTRACTOR TO	FROM	CT/FHWA Concurrence TO	FROM	SANBAG Approval TO	FROM	DATE APPROVED	STATUS/REMARKS
11	STATE STREET OPEN CHANNEL CABLE RAILING (SSSD)	EWAP		\$7,693.72	0.02%	\$551,673.72	\$ 2,774,840.28	12/8/05	12/8/05	12/19/06	12/19/06	12/14/05	12/14/05	12/14/05	1/18/06	Approved & Implemented
12	ELECTRICAL SERVICE CONNECTION FEES	EWFA	0	\$7,693.72	0.02%	\$551,673.72	\$ 2,774,840.28	8/15/05	8/15/05	9/21/05	9/21/05	8/30/05	9/22/05	9/28/05	9/28/05	Approved & Implemented
13	TRAFFIC SIGNAL LOOPS @ HIGHLAND/MACY & HIGHLAND/CALIFORNIA	EWFA		\$15,000.00	0.05%	\$566,673.72	\$ 2,759,840.28	3/23/06	3/23/06	4/11/06	4/11/06	4/6/06	3/27/06	4/19/06	4/19/06	Approved & Implemented
14	REMOVE AND REPLACE MUSCOY WATER LINE NORTH OF HIGHLAND	EWFA		\$35,000.00	0.11%	\$601,673.72	\$ 2,724,840.28	9/21/05	9/21/05	9/28/05	9/28/05	8/28/05	9/21/05	9/28/05	9/28/05	Approved & Implemented
14 S1	ADDITIONAL MMWD UTILITY WORK ON STATE STREET	EWLS		\$72,779.42	0.23%	\$674,453.14	\$ 2,652,060.86	11/16/05	11/16/05	12/5/05	11/23/05	11/30/05	11/30/05	11/30/05	12/7/05	Approved & Implemented
14 S2	MUCOY MUTUAL WATER SERVICE AT 19TH STREET & CALIFORNIA	EWLS		\$23,758.92	0.07%	\$698,212.06	\$ 2,628,301.94	11/13/06	11/13/06	11/29/06	11/29/06	11/14/06	11/30/06	12/11/06	12/11/06	Approved & Implemented
15	REVISED MBGR STANDARD PLAN	NCNC		\$31,073.00	0.10%	\$729,285.06	\$ 2,597,228.94	1/3/06	1/3/06	4/3/06	1/19/06	1/31/06	4/3/06	4/5/06	4/5/06	Approved & Implemented
16	PEDESTRIAN OPENINGS (CREDIT) - STATE STREET BRIDGE	ADJ		\$0.00	0.00%	\$729,285.06	\$ 2,597,228.94	11/22/05	11/22/05	12/1/05	12/1/05	12/14/05	12/22/05	1/9/06	1/9/06	Approved & Implemented
17	LOCAL STREET NAME SIGNS & NORM JOHNSON WAY CHANGE	EWUP ACUP		\$3,602.00	-0.01%	\$725,683.06	\$ 2,600,830.94	4/5/06	4/5/06	4/20/06	4/20/06	4/28/06	4/28/06	5/3/06	5/3/06	Approved & Implemented
18	MADISON/GARDENA KEYSTONE WALL AND MIXIN DRIVEWAY	EWFA		\$5,595.72	0.05%	\$740,193.78	\$ 2,586,320.22	12/14/05	12/14/05	1/11/06	12/28/05	1/15/06	1/15/06	1/18/06	1/18/06	Approved & Implemented
19	ADJUSTMENT TO VARIOUS ELECTRICAL BID ITEMS	ACLS		\$13,500.00	0.04%	\$753,693.78	\$ 2,572,820.22	8/19/06	8/19/06	8/4/06	8/4/06	8/25/06	8/25/06	8/4/06	8/4/06	To Attn & CT - 8/10/06
20	SOUNDWALL 196	ITEM EWFA		\$9,105.04	-0.03%	\$744,588.74	\$ 2,581,925.26	12/11/06	12/11/06	12/18/06	12/18/06	12/18/06	12/18/06	12/18/06	12/18/06	Pending with Atkinson as of 12/18/06.
21	CAJON OH BENT 2 ALTERNATIVE PILE	ITEM ADJ		\$5,813.54	-0.01%	\$742,275.20	\$ 2,584,238.80	3/7/06	3/7/06	4/11/06	3/8/06	4/6/06	3/7/06	4/13/06	4/19/06	Approved & Implemented
22	SIGN STRUCTURE SPEC CHANGE	ITEM EWFA ADJ		\$2,805.00	0.06%	\$762,071.44	\$ 2,564,442.56	3/19/06	3/19/06	6/8/06	6/8/06	6/21/06	6/21/06	6/21/06	6/21/06	Approved & Implemented
23	TCE ISSUES AT 20TH STREET: BLOCK WALL	EWFA		\$2,362.50	-0.01%	\$759,717.44	\$ 2,566,796.56	3/29/06	3/29/06	4/3/06	4/3/06	6/6/06	6/6/06	6/6/06	6/6/06	Approved & Implemented
	MODIFICATIONS TO SSSD @ BASELINE: ADD'L RSP.	EWFA		\$2,354.00	0.06%	\$779,717.44	\$ 2,546,796.56	6/1/06	6/1/06	6/14/06	6/14/06	6/21/06	6/21/06	6/21/06	6/21/06	Approved & Implemented

(Updated: 01/09/2007)

[illegible]

NOTES

*** Includes Supplemental Funds & SANBAG Furnished Materials**

[illegible]

San Bernardino Associated Governments

(Updated: 01/09/2007)

(For use towards the job completion)

SUMMARY OF ANTICIPATED COSTS (i.e. More Overruns, ewbs, ..)

This Amount is taken from OTHER ANTICIPATED COSTS in the Project Status form >>>

01/09/2007

I-10 Median Mixed-Flow Lane Addition
Contract No. 06-001

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 01/08/2007)

CCO NO.	DESCRIPTION	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN	CONTRACTOR TO	FROM	CT TO	FROM	SANBAG Approval TO	FROM	DATE APPROVED	STATUS/REMARKS
*CONTINGENCY & SUPPLEMENTAL WORK BUDGET >>>																
				\$35,000.00												Contract Bid Amount >> \$41,698,568.70
1	CONTROL ...	EWFA	0						11/09/05	11/10/05	11/29/05	11/10/05	12/07/05	12/02/05	01/18/06	Approved & Implemented
1S1	RESTRIPE I-10 EB (1-FT SHIFT) - MAINTAIN ROADWAY/TRAFFIC	EWLS	0	\$35,000.00	0.08%	\$35,000.00	\$ 3,584,846.00			<< Approved Copies						
2	TRAINING	ACUP	0	\$33,600.00	0.08%	\$68,600.00	\$ 3,551,246.00		09/28/08	10/17/06			10/19/06		12/11/06	Approved & Implemented
3	MAINTAIN EXISTING ELECTRICAL SYSTEMS	EWFA	0	\$8,800.00	0.02%	\$77,400.00	\$ 3,576,046.00		11/09/05	11/10/05	12/29/05	11/10/05	12/07/05	12/02/05	01/18/06	Approved & Implemented
3S1	ADDITIONAL FUNDS	EWFA	0	\$10,000.00	0.02%	\$87,400.00	\$ 3,566,046.00		11/09/05	11/10/05						
4	MAINTAIN EXISTING IRRIGATION SYSTEMS	EWFA	0	\$20,000.00	0.05%	\$107,400.00	\$ 3,546,046.00		05/18/06	05/23/06			05/18/06	05/23/06	05/23/06	Approved & Implemented
4S1	ADDITIONAL FUNDS	EWFA	0	\$30,000.00	0.07%	\$137,400.00	\$ 3,516,046.00		11/09/05	11/10/05	11/28/05	11/10/05	12/07/05	12/02/05	01/18/06	Approved & Implemented
5	GRAFFITI REMOVAL	EWFA	0	\$30,000.00	0.07%	\$167,400.00	\$ 3,486,046.00		05/18/06	05/23/06						
6	REVISED CL PROFILE	EWFA	0	\$10,000.00	0.02%	\$177,400.00	\$ 3,476,046.00		11/09/05	11/10/05	11/28/05	11/10/05	12/07/05	12/02/05	01/18/06	Approved & Implemented
7	ADDITIONAL ABESTOS ABATEMENT (8 BRIDGES)	EWFA	0	\$10,000.00	0.02%	\$187,400.00	\$ 3,466,046.00		02/13/06	02/13/06	02/21/06	02/13/06	03/01/06	02/20/06	04/04/06	Approved & Implemented
8	ENCROACHMENT PERMIT FEE	EWLS	0	\$12,000.00	0.03%	\$199,400.00	\$ 3,454,046.00		11/21/05	11/21/05	11/28/05	11/21/05	02/16/06	12/01/05	03/01/06	Approved & Implemented
9	LOW EXPANSION MATERIALS	ACLS	0	\$5,350.00	0.01%	\$204,750.00	\$ 3,448,696.00		11/30/05	12/02/05	12/08/05	12/02/05	02/16/06	04/04/06	03/01/06	Approved & Implemented
10	SALVAGE BRIDGE RAILING (2000 LF)	ACLS	0	\$85,093.00	-0.20%	\$119,657.00	\$ 3,533,789.00		01/06/06	01/10/06	01/19/06	01/10/06	02/16/06	02/16/06	03/01/06	Approved & Implemented
11	SALVAGE MBGR (Including THRIE BEAM)	ACLS	0	\$0.00	0.00%	\$119,657.00	\$ 3,533,789.00				<< Approved Copies					PENDING cost proposal by ATKIN
12	SWPPP MAINTENANCE SHARING	EWFA	0	\$33,300.00	0.00%	\$119,657.00	\$ 3,533,789.00		01/10/06	01/19/06	01/19/06	01/10/06	02/16/06	04/04/06	03/01/06	PENDING final cost negotiation
13	ELECTRICAL CHANGES BY CALTRANS	ACLS		\$33,300.00	0.08%	\$152,957.00	\$ 3,500,489.00		10/23/06	10/24/06	01/02/07	01/04/07	01/04/07			Approved & Implemented
				\$6,323.10	0.02%	\$159,280.10	\$ 3,494,165.90			<< Approved Copies						PENDING cost proposal by ATKIN & final cost negotiation

I-10 Median Mixed-Flow Lane Addition
San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG
Contract No. 06-001

(Updated: 01/08/2007)

CCO NO.	DESCRIPTION	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO	CONTRACTOR FROM	CT TO	CT FROM	SANBAG Approval TO	SANBAG Approval FROM	DATE APPROVED	STATUS/REMARKS
14	ADDITIONAL CONCRETE REMOVAL - DSC	EWLS	0	\$7,630.00				06/23/06	06/23/06	07/06/06	06/23/06	07/18/06	07/07/06	07/14/06	07/14/06	Approved & Implemented
15	ELECTRICAL & WATER METER SERVICE INSTALLATION & PERMIT FEES	ACLS	0	\$20,336.00	0.02%	\$166,910.10	\$ 3,486,535.90	04/19/06	04/16/06	04/21/06	04/16/06		05/02/06	05/04/06	05/04/06	Approved & Implemented
15S1	INSTALL ADDITIONAL CONDUIT CROSSING FOR IRRIGATION CONTROLLERS	EWUP		\$30,825.00	0.07%	\$197,535.10	\$ 3,455,910.90									
16	PIER WALL - TEMPORARY BRACING	ACLS	0	\$3,624.30	0.01%	\$201,159.40	\$ 3,452,286.60	04/14/06	04/14/06	04/18/06	04/14/06	04/20/06	05/02/06	05/04/06	05/04/06	Approved & Implemented
17	CITRUS ABUT FOOTING	ACLS	0	\$5,316.00	0.01%	\$206,475.40	\$ 3,450,594.90	05/11/06	05/11/06	05/18/06	05/11/06	03/08/06	05/19/06	05/23/06	05/23/06	Approved & Implemented
18	ANDERSON DRILLING - DIFFERING SITE CONDITIONS	ACLS	0	\$9,882.00	0.02%	\$216,357.40	\$ 3,440,712.90									CLOSED at NO COO
19	CHURCH ST UC - FALSEWORK CHANGES	ACLS	0	\$0.00	0.00%	\$216,357.40	\$ 3,440,712.90	04/14/06	04/14/06	04/18/06	04/14/06	04/20/06	05/02/06	05/04/06	05/04/06	Approved & Implemented
20	"REVISED" STAGE 3 - TRAFFIC HANDLING PLANS	No Cost	0	\$4,000.00	0.01%	\$220,357.40	\$ 3,436,712.90	09/20/06	09/20/06	09/25/06	09/20/06		09/25/06	10/02/06	10/02/06	Approved & Implemented
21	TEMPORARY SUPPORTS DELETION	ACLS	0	\$0.00	0.00%	\$220,357.40	\$ 3,436,712.90	10/20/06	10/20/06	10/31/06	10/31/06		10/31/06	11/09/06	11/09/06	PENDING approval of CCO #20 - Revise Stage 3 THP
22	SUPPLEMENTAL LANDSCAPE MAINTENANCE (PE)	EWUP	0	\$25,830.00	-0.06%	\$194,920.40	\$ 3,462,149.90	06/29/06	07/31/06	08/03/06	08/04/06		08/04/06	10/24/06	10/24/06	Approved & Implemented
23	MISCELLANEOUS STRUCTURAL FIELD CHANGES	EWFA	0	\$25,830.00	0.06%	\$220,750.40	\$ 3,436,319.90	08/10/06	08/10/06	08/21/06	08/10/06		08/22/06	09/04/06	09/04/06	Approved & Implemented
24	CHANGE TO #19 REBAR COUPLER FROM #16 REBARS AT CLOSURE POURS	ACLS	0	\$10,000.00	0.02%	\$230,750.40	\$ 3,426,319.90									
25	MISC. APPROACH SLAB & PCC PAVING FIELD CHANGES	EWFA	0	\$5,001.00	0.01%	\$235,751.40	\$ 3,421,318.90									
26	CONFINED SPACE ENTRY - LOOKOUT PERSON	EWFA	0	\$5,001.00	0.01%	\$240,752.40	\$ 3,416,317.90	10/23/06	10/24/06	11/06/06	10/24/06		11/09/06	12/08/06	12/08/06	Approved & Implemented
27	SUBSTITUTE 75% min BUTT WELDS WITH MECHANICAL SERVICE SPLICES	ACLS	0	\$10,000.00	0.02%	\$250,752.40	\$ 3,406,317.90	10/23/06	10/24/06	11/06/06	10/24/06		11/09/06	12/06/06	12/06/06	Approved & Implemented
	JITT FOR PCC PAVING (50% shared cost excludes mark-ups)	EWFA	0	\$0.00	0.00%	\$250,752.40	\$ 3,406,317.90	11/28/06	11/28/06	12/05/06	12/06/06	12/07/06	12/06/06	12/06/06	12/06/06	Approved & Implemented

(Updated: 01/08/2007)

[illegible]

EA: 08-1A2704, 08-1A2708L
 SANBAG CONT. NO.: 06-016
 RTE.: 08-SBD-210-0/3.27
 STPL-6053(066)

SR 210 HWY PLANTING Seg 1

CHANGE ORDER and CONTINGENCY BALANCE LOG

CCO NO.	DESCRIPTION	PAY METHOD	TIME EXT.	CCO AMOUNT	TO DATE AMOUNT	CONTINGENCY BALANCE	RE SIGN.	CONTRACTOR TO FROM	SANBAG (Appr) TO FROM	SANBAG (Trans) TO FROM	DATE APPR.	STATUS/REMARKS
*CONTINGENCY BUDGET \$ 312,207.00												
1	IRRIGATION CONTROLLER CABINET	NCNC	0	\$ -	\$ -	\$ 312,207.00	2/13/2006	3/14/2006	3/15/2006	3/16/2006	3/20/2006	CCO APPROVED
	Approved Copies to:											
2	ELECTRICAL ITEM CHANGES	APLS	0	\$ 4,034.52	\$ 4,034.52	\$ 308,172.48	4/17/2006	4/18/2006	4/19/2006	4/19/2006	4/20/2006	CCO APPROVED Paid on Estimate No. 2
	Approved Copies to:											
3	REMOBILIZATION FOR HOT TAP AT MOUNTAIN AVE.	APLS	0	\$ 1,577.03	\$ 5,611.55	\$ 306,595.45	5/9/2006	5/9/2006	5/10/2006	5/10/2006	5/10/2006	CCO APPROVED Paid on Estimate No. 3
	Approved Copies to:											
4	CONTROLLER CABINET & BACKFLOW ASSEMBLY MODIFICATIONS	NCNC	0	\$ -	\$ 5,611.55	\$ 306,595.45	7/18/2006	8/29/2006	8/31/2006	8/31/2006	8/31/2006	CCO APPROVED Resent original
	Approved Copies to:											
5	ROCK REMOVAL	EWTA	0	\$ 25,000.00	\$ 30,611.55	\$ 281,595.45	11/8/2006	11/15/2006	11/15/2006	11/29/2006	11/29/2006	CCO APPROVED Work Complete: 11/17
	Approved Copies to:											
6				\$ -	\$ 30,611.55	\$ 281,595.45						
	Approved Copies to:											
7				\$ -	\$ 30,611.55	\$ 281,595.45						
	Approved Copies to:											
8				\$ -	\$ 30,611.55	\$ 281,595.45						
	Approved Copies to:											
9				\$ -	\$ 30,611.55	\$ 281,595.45						
	Approved Copies to:											
10				\$ -	\$ 30,611.55	\$ 281,595.45						
	Approved Copies to:											
ITEM OVERRUN**												
TOTAL TO DATE >>>>>>>>												
				0	\$ 30,611.55	\$ 278,431.69						

NOTES: * Includes Supplemental Funds & SANBAG Furnished Materials

ITEM No.	\$ Overrun	\$ Balance
17	\$ 2,600.00	\$ 2,600.00
32	\$ 505.00	\$ 3,105.00
44	\$ 58.76	\$ 3,163.76
		\$ 3,163.76

EA: 08-1A2714, 08-1A2718L
 SANBAG CONT. NO.: 06-017
 RTE.: 08-SBD-210-3.27/6.3
 STPL-6053(067)

SR 210 HWY PLANTING Seg 2

CHANGE ORDER and CONTINGENCY BALANCE LOG

CCO NO.	DESCRIPTION	PAY METHOD	TIME EXT.	CCO AMOUNT	TO DATE AMOUNT	CONTINGENCY BALANCE	RE SIGN.	CONTRACTOR		SANBAG (Appr.)		SANBAG (Trans.)		DATE APPR.	STATUS/REMARKS
								TO	FROM	TO	FROM	TO	FROM		
*CONTINGENCY BUDGET \$ 408,423.00															
1	ELECTRICAL ITEM CHANGES	APLS	0	\$ 4,034.52	\$ 4,034.52	\$ 404,388.48	4/17/2006	4/18/2006	4/18/2006	4/18/2006	4/19/2006	4/20/2006	4/20/2006	4/20/2006	CCO APPROVED Paid Est. No. 02
	Approved Copies to:							4/20/2006							
2	IRRIGATION CROSSOVERS AT CAMPUS AVENUE	EWFA	0	\$ 25,000.00	\$ 29,034.52	\$ 379,388.48	6/6/2006	6/6/2006	7/7/2006	7/12/2006	7/12/2006	7/12/2006	7/12/2006	7/12/2006	CCO APPROVED
	Approved Copies to:							7/12/2006							
3	CONTROLLER CABINET & BACKFLOW ASSEMBLY MODIFICATIONS	NCNC	0	\$ -	\$ 29,034.52	\$ 379,388.48	7/18/2006	7/18/2006 8/24/2006	8/29/2006	8/30/2006	8/31/2006	8/31/2006	8/31/2006	8/31/2006	CCO APPROVED Resent original
	Approved Copies to:							8/31/2006		8/31/2006					
4	ROCK REMOVAL	EWFA	0	\$ 25,000.00	\$ 54,034.52	\$ 354,388.48	11/8/2006	11/8/2006	11/15/2006	11/15/2006	11/15/2006	11/29/2006	11/29/2006	11/29/2006	CCO APPROVED Work Completed:
	Approved Copies to:							11/29/2006							
5	PLANT SIZE SUBSTITUTION FOR CRAPE MYRTLE	ADJ. COMP.	0	\$ (3,575.00)	\$ 50,459.52	\$ 357,963.48	12/14/2006	12/15/2006	12/19/2006	12/19/2006	12/21/2006	12/21/2006	12/21/2006	12/21/2006	CCO APPROVED
	Approved Copies to:							12/21/2006							
6				\$ -	\$ 50,459.52	\$ 357,963.48									
	Approved Copies to:														
7				\$ -	\$ 50,459.52	\$ 357,963.48									
	Approved Copies to:														
8				\$ -	\$ 50,459.52	\$ 357,963.48									
	Approved Copies to:														
9				\$ -	\$ 50,459.52	\$ 357,963.48									
	Approved Copies to:														
10				\$ -	\$ 50,459.52	\$ 357,963.48									
	Approved Copies to:														
ITEM OVERRUN**															
TOTAL TO DATE >>>>>>>>				0	\$ 50,459.52	\$ 356,903.48									

NOTES: * Includes Supplemental Funds & SANBAG Furnished Materials

ITEM No.	\$ Overrun	\$ Balance
32	\$ 1,006.00	\$ 1,006.00
43	\$ 54.00	\$ 1,060.00
		\$ 1,060.00
		\$ 1,060.00

SR 210 HWY PLANTING Seg 3
CHANGE ORDER and CONTINGENCY BALANCE LOG

NOTES:

ITEM No.	\$ Overrun	\$ Balance
		\$ -
		\$ -
		\$ -
		\$ -

EA: 08-1A2814, 08-1A2818L
 SANBAG CONT. NO.: 06-065
 RTE.: 08-SBD-210-10.3/13.4
 STPL-6053(070)

SR 210 HWY PLANTING Seg 4
 CHANGE ORDER and CONTINGENCY BALANCE LOG

44

CCO NO.	DESCRIPTION	PAY METHOD	TIME EXT.	CCO AMOUNT	TO DATE AMOUNT	CONTINGENCY BALANCE	RE SIGN.	CONTRACTOR		SANBAG (Appr.)		SANBAG (Trans.)		DATE APPR.	STATUS/REMARKS
								TO	FROM	TO	FROM	TO	FROM		
*CONTINGENCY BUDGET \$ 338,690.54															
1	CONSTRUCTION AREA SIGNS	NCNC	0	\$ -	\$ -	\$ 338,690.54	7/26/2006	7/27/2006	8/22/2006	10/1/2006	10/5/2006	10/5/2006	10/5/2006	10/5/2006	CCO APPROVED
	Approved Copies to:														
2	ADDITIONAL WATER DEVELOPMENT FEES	APLS	0	\$ 4,215.00	\$ 4,215.00	\$ 334,475.54	10/16/2006	10/19/2006	10/26/2006	10/26/2006	10/26/2006	10/26/2006	10/26/2006	10/26/2006	CCO APPROVED
	Approved Copies to:							10/27/2006		10/27/2006					Paid on Est. No. 04
3				\$ -	\$ 4,215.00	\$ 334,475.54									
	Approved Copies to:														
4				\$ -	\$ 4,215.00	\$ 334,475.54									
	Approved Copies to:														
5				\$ -	\$ 4,215.00	\$ 334,475.54									
	Approved Copies to:														
6				\$ -	\$ 4,215.00	\$ 334,475.54									
	Approved Copies to:														
7				\$ -	\$ 4,215.00	\$ 334,475.54									
	Approved Copies to:														
8				\$ -	\$ 4,215.00	\$ 334,475.54									
	Approved Copies to:														
9				\$ -	\$ 4,215.00	\$ 334,475.54									
	Approved Copies to:														
10				\$ -	\$ 4,215.00	\$ 334,475.54									
	Approved Copies to:														
ITEM OVERRUN**						\$ 15,992.00									
TOTAL TO DATE >>>>>>>>						\$ 4,215.00									

NOTES: * Includes Supplemental Funds & SANBAG Furnished Materials

ITEM No.	\$ Overrun	\$ Balance
12	\$ 15,992.00	\$ 15,992.00
	\$	\$ 15,992.00
	\$	\$ 15,992.00
	\$	\$ 15,992.00

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 5

Date: January 18, 2007

Subject: Resolution No. 07-005 affirming fund availability for State Street University Grade Sep Project

Recommendation:* Approve Resolution No. 07-005 affirming fund availability for State Street University Grade Sep Project.

Background: **This is a new Resolution.** SANBAG has filed an application to receive funding from the California Public Utilities Commission for the construction of the railroad grade separation at State Street and BNSF. This project now stands at number 10 on the statewide priority list. The annual budget for this program is about \$17,000,000, which typically results in varying awards to about 5 projects annually. An award of funds depends, in part, upon project readiness and fund availability. Projects must be able to be under construction within one year from the time of award. Many projects fall off the priority list due to project readiness or lack of funds to fully fund the project.

The proposed resolution merely affirms that SANBAG does have the funding to complete this project (TCRP funds previously allocated), and the project is ready to proceed to construction.

Financial Impact: This item imposes no financial impact. TN 87107000.

Reviewed By: This item will be reviewed by the Major Projects Committee on January 18, 2007.

Responsible Staff: Darren Kettle, Director of Freeway Construction

*

Approved
Major Projects Committee

Date: January 18, 2007

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

RESOLUTION NO. 07-005

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, AUTHORIZING FILING
OF AN APPLICATION, VERIFYING THAT SUFFICIENT FUNDS ARE AVAILABLE AND
THAT ALL OTHER MATTERS PREREQUISITE TO AWARDED THE CONTRACT
FOR THE CONSTRUCTION OF THE STATE STREET/UNIVERSITY PARKWAY OVERHEAD
AT THE TRACKS OF THE BNSF RAILWAY COMPANY; P.U.C. CROSSING NO. 2-76.6,
D.O.T. NO. 026106VB, WILL BE UNDERTAKEN.**

**WHEREAS, SECTION 2456 OF THE STREETS AND HIGHWAYS CODE OF THE
STATE OF CALIFORNIA REQUIRES THAT LOCAL AGENCIES REQUESTING
ALLOCATIONS FOR RAILROAD GRADE SEPARATION PROJECTS FURNISH EVIDENCE
THAT SUFFICIENT FUNDS FROM THE LOCAL AGENCY ARE AVAILABLE, AND THAT ALL
MATTERS PREREQUISITE TO AWARDED THE CONSTRUCTION CONTRACT WITHIN A
PERIOD OF TWO YEARS HAVE BEEN OR CAN BE TAKEN CARE OF WITHIN THAT TIME;
AND**

**WHEREAS, THE 2007, 2008 AND 2009 FISCAL YEAR BUDGETS, WILL PROVIDE
SUFFICIENT LOCAL FUNDS FOR THE WORK AS IT PROGRESSES TO FUND THE COST
OF THE STREET/UNIVERSITY PARKWAY OVERHEAD AT THE TRACKS OF THE BNSF
RAILWAY COMPANY; P.U.C. CROSSING NO. 2-76.6, D.O.T. NO. 026106VB.**

**WHEREAS, THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION
WILL OBTAIN ALL NECESSARY ORDERS FROM THE PUBLIC UTILITIES COMMISSION OF
THE STATE OF CALIFORNIA, EXECUTE ALL NECESSARY AGREEMENTS WITH THE
BNSF RAILWAY COMPANY, ACQUIRE ALL NECESSARY RIGHTS-OF-WAY OR OBTAIN AN
ORDER OF THE COURT GRANTING TO SAN BERNARDINO COUNTY TRANSPORTATION
COMMISSION THE IMMEDIATE POSSESSION THEREOF, AND ACCOMPLISH ALL OTHER
REQUIREMENTS PREREQUISITE TO AWARDED A CONTRACT FOR CONSTRUCTION OF
THE OVERHEAD STRUCTURE ON STATE STREET/UNIVERSITY PARKWAY AT THE
TRACKS OF THE BNSF RAILWAY COMPANY; P.U.C. CROSSING NO. 2-76.6, D.O.T. NO.
026106VB IN THE CITY OF SAN BERNARDINO AND THE COUNTY OF SAN
BERNARDINO, STATE OF CALIFORNIA, WITHIN A PERIOD TWO YEARS AFTER THE
DATE THE CALIFORNIA TRANSPORTATION AND THE DEPARTMENT OF
TRANSPORTATION OF THE STATE OF CALIFORNIA ALLOCATES FUNDS TO SAID
CONSTRUCTION PROJECT.**

**NOW, THEREFORE, BE IT RESOLVED BY THE SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION BOARD OF DIRECTORS AS FOLLOWS:**

**THAT SUFFICIENT FUNDS WILL BE AVAILABLE IN THE SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION 2007, 2008 AND 2009 FISCAL YEAR BUDGETS; AND**

**THAT THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION BOARD OF
DIRECTOR'S INTENDS TO AWARD THE CONTRACT FOR THE CONSTRUCTION OF SAID**

OVERHEAD STRUCTURE ON STATE STREET/UNIVERSITY PARKWAY AT THE TRACKS OF THE BNSF RAILWAY COMPANY; P.U.C. CROSSING NO. 2-76.6, D.O.T. NO. 026106VB NO LATER THAN TWO YEARS AFTER THE DATE THAT THE CALIFORNIA TRANSPORTATION COMMISSION AND THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF CALIFORNIA ALLOCATES OF FUNDS TO SAID CONSTRUCTION PROJECT; AND

THAT THE EXECUTIVE DIRECTOR, AS AGENT OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, IS AUTHORIZED TO CONDUCT ALL NEGOTIATIONS, EXECUTE AND SUBMIT ALL DOCUMENTS INCLUDING BUT NOT LIMITED TO APPLICATIONS, AGREEMENTS, AMENDMENTS, PAYMENT REQUESTS, ETC., WHICH MAY BE NECESSARY FOR COMPLETION OF THE AFOREMENTIONED PROJECT.

PASSED, APPROVED AND ADOPTED THIS ____ DAY OF _____, 2007, BY THE FOLLOWING ROLL CALL VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

NAME, CHAIRMAN OF THE BOARD OF DIRECTORS

ATTEST:

NAME, CLERK OF THE BOARD

I, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A RESOLUTION, BEING RESOLUTION NO. _____, DULY PASSED AND ADOPTED BY THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION BOARD OF DIRECTORS AT A REGULAR MEETING HELD THIS ____ DAY OF _____, 2007.

NAME, CLERK OF THE BOARD

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 6

Date: January 18, 2007

Subject: Contract No. C07150 with LAN Engineering Corporation for Construction Support Services for State Street/University Parkway Grade Separation

Recommendation:* Approve Contract No. C07150 with LAN Engineering Corporation for Construction Support Services for State Street/University Parkway Grade Separation in the amount of \$100,000 as detailed in the Financial Impact Section.

Background: **This is a new contract.** LAN Engineering has served as engineer/designer for the State Street/University Parkway grade separation project that will be advertised for construction in the February/March 2007 timeframe. Once a project moves to the construction stage it is necessary to make the design consultant who prepared the plans available for consultation and corrections during the construction process. Frequently the contractors and construction field staff require from the designer of record either additional information, authorization for changes, or corrections in order to proceed with construction.

No precise scope of work for this type of contract can be specified since it depends entirely on how things go in the field. This is a task order contract in the amount of \$100,000 that should adequately cover construction engineering for a project of this size and 2½ year construction period and is comparable to construction engineering services contracts for other SANBAG freeway construction projects.

*

Approved
Major Projects Committee

Date: January 18, 2007

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

Financial Impact: The total contract amount is \$100,000. The expenditure for Fiscal Year 2006/07 is consistent with SANBAG's adopted Fiscal Year 2006/07 budget. Funding source is Traffic Congestion Relief Program funds. TN 87107000

Reviewed By: This item will be reviewed and recommended for approval by the Major Projects Committee on January 18, 2007.

Responsible Staff: Darren Kettle, Director of Freeway Construction

SANBAG Contract No. C07150

by and between

San Bernardino County Transportation Authority

and

LAN Engineering Corp.

for

Construction Support Services for State Street/University Parkway Grade Separation**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes:

Original Contract: \$ 100,000

Previous Amendments Total: \$ _____

Previous Amendments Contingency Total: \$ _____

Contingency Amount: \$ _____

Current Amendment: \$ _____

Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL →**\$ 100,000**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
87107000	5553	TCRP	_____	\$ <u>30,000</u>
87108000	5553	TCRP	_____	\$ <u>60,000</u>
87109000	5553	TCRP	_____	\$ <u>10,000</u>

Original Board Approved Contract Date: 2/7/07Contract Start: 2/7/07Contract End: 7/31/09

New Amend. Approval (Board) Date: _____

Amend. Start: _____

Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget
Authority →Fiscal Year: 06/07\$ 30,000

Future Fiscal Year(s) –

Unbudgeted Obligation →

\$ 70,000Is this consistent with the adopted budget? ☒ Yes ☐ NoIf yes, which Task includes budget authority? 871CZZ07If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT**

Please mark an "X" next to all that apply:

☐ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes _____ %

Task Manager: Darren Kettle

Contract Manager: Dennis Saylor

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

CONTRACT NO: C07150

EFFECTIVE DATE: February 7, 2007

by and between

**San Bernardino Associated Governments/San Bernardino
County Transportation Authority**

and

LAN Engineering Corp.

For

Construction Support Services

for

State Street/University Parkway Grade Separation Project

in

**City of San Bernardino, California
County of San Bernardino**

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CONTRACT
FOR
CONSULTING SERVICES

This Contract, entered into this 7th day of February, 2007, by the firm of LAN Engineering Corporation (hereinafter called CONSULTANT) whose address is:

1887 Business Center Dr. #6
San Bernardino, CA 92408

and San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereinafter called SANBAG) whose address is:

1170 W. 3rd Street, Second Floor
San Bernardino, California 92410

Whereas, SANBAG desires CONSULTANT to perform certain technical services as hereinafter described and CONSULTANT desires to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

Article 1 Description of Services

CONSULTANT agrees to perform Services set forth in Attachment "A", in accordance with the professional engineering standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined therein. The word "Services," as used herein includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Services performed hereunder shall be completed to the satisfaction of SANBAG, with their satisfaction being based on prevailing professional engineering standards.

Article 2 Performance Schedule and Force Majeure

2.1 The Period of Performance by CONSULTANT under this Contract shall commence on February 7, 2007 and shall continue in effect for thirty (30)

months or until otherwise terminated or canceled as hereinafter directed, or unless extended by direction of SANBAG.

- 2.2 CONSULTANT shall not be considered in default in the performance of its duties and obligations with respect to schedule performance to the extent that the performance of any obligation is prevented or delayed by Force Majeure. In any event, CONSULTANT shall use its best efforts to minimize any schedule extension or additional cost to SANBAG resulting from such delay. Force Majeure includes, but is not limited to, acts of God or of the public enemy, acts or failures to act of other agencies, in either their sovereign or contractual capacity, voter initiatives, legal actions, changes in law, fires, floods, labor disputes, freight embargoes, unusually severe weather and interference caused by, or failure to act of, SANBAG, SANBAG'S consultants (other than CONSULTANT), or other third parties. In every case, the failure to perform must be completely beyond the control and without the fault or negligence of CONSULTANT.

Article 3 Contract Price and Cost Principles

- 3.1 Full compensation to CONSULTANT for full and complete performance of Services, compliance with all the terms and conditions of this contract, payment by CONSULTANT of all obligations incurred in, or application to, CONSULTANT'S performance of Services, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SANBAG), the total compensation to CONSULTANT shall not exceed the amounts set forth in 3.2 below.
- 3.2 The total cost shall not exceed \$100,000.00. Services will be performed on a task order basis. Each Task Order shall be cost reimbursable plus fixed rate fee amount. SANBAG's Contract Manager has the authority to negotiate and approve each Task Order. Services provided in each Task Order shall be based on Attachment "A", Scope of Services. The cost of each Task Order shall be based on the CONSULTANT's Rate Sheet, Attachment "B".
- 3.3 CONSULTANT'S overhead rates will be fixed, as agreed upon in Attachment "B" for the duration. The fixed overhead rate will not be subject to adjustment. Overtime and premium labor rates are not permitted without prior authorization from SANBAG.
- 3.4 Not used.

- 3.5 The Cost principles set forth in Part 31 of the Federal Acquisition Regulation (FAR) as constituted on the effective date of this contract shall be utilized to determine allowableness of costs under this Contract and may be modified from time to time by amendment of the Contract.
- 3.5.1 The CONSULTANT agrees to comply with Federal procedures in accordance with 49 CFR, part 19, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments are subject to repayment by CONSULTANT to SANBAG.
- 3.5.3 Any subcontract, entered into as a result of this contract shall contain all of the provisions of this Section 3.5.
- 3.6 Any Services provided by the CONSULTANT not specifically covered by the Scope of Services (Attachment "A") shall not be compensated without prior written authorization from SANBAG. It shall be CONSULTANT's responsibility to recognize and notify SANBAG when services not covered by the Scope of Services have been requested or are required. All changes and/or modifications to the Scope of Services shall be made in accordance with Article 12, Changes.

Article 4 Availability of Funds

This Contract is awarded on the contingency of availability of funds. The obligation of SANBAG is conditioned upon the availability of funds which are allocated and available for the payment of such an obligation. If funds are not allocated and available for the continuance of Services performed by CONSULTANT, Services directly or indirectly involved may be suspended or terminated by SANBAG at the end of the period for which funds are available. When SANBAG becomes aware that any portion of Services which will or may be affected by a shortage of funds, it will immediately so notify CONSULTANT. Nothing herein shall relieve SANBAG from its obligation to compensate CONSULTANT for Services performed pursuant to this Contract. No penalty shall accrue to SANBAG in the event this provision is exercised.

Article 5 Taxes, Duties, Fees

Except to the extent expressly provided otherwise elsewhere in this Contract, CONSULTANT shall pay when due, and the compensations set forth in "Article 3" shall be inclusive of all a) local, municipal, state, and federal sales and use taxes, b) excise taxes, c) taxes on personal property owned by CONSULTANT, and d) all other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

Article 6 Invoicing and Payments

- 6.1 Except to the extent expressly stated otherwise elsewhere in this Contract, the compensation of CONSULTANT as provided herein shall be payable in monthly payments, forty-five (45) calendar days after receipt by SANBAG of an invoice prepared in accordance with instructions below.
- 6.2 CONSULTANT shall prepare all invoices in a form satisfactory to and approved by SANBAG and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four to five week period. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT'S sole expense.
- 6.3 CONSULTANT shall furnish evidence, satisfactory to SANBAG, that all labor and materials furnished and equipment used during the period covered by the invoice have been incurred. SANBAG shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such evidence.
- 6.4 CONSULTANT shall include a statement and release with each invoice, satisfactory to SANBAG, that CONSULTANT has fully performed Services pursuant to this Contract for the period covered, and that all claims of CONSULTANT and its subcontractors for Services during the period will be satisfied upon the making of such payment. SANBAG shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 6.5 CONSULTANT shall submit separate progress invoices (marked with SANBAG'S contract and job numbers) to SANBAG each month within fifteen (15) calendar days after the cutoff date. Progress invoices shall include request for payment for Services (including additional Services authorized by SANBAG's contract manager) completed by CONSULTANT during each progress billing period. The cutoff date for CONSULTANT'S progress invoice shall be consistent from each period. Each progress payment shall be

for cost incurred plus the fee completed by CONSULTANT, as determined by SANBAG in accordance with the terms of this Contract and approved by SANBAG, as of the working day nearest the mutually agreed cutoff date. Payment shall not be construed to be an acceptance of Services.

- 6.6 CONSULTANT shall forfeit the fee portion of the progress payment for the period if CONSULTANT fails to submit an invoice within sixty (60) calendar days after the cutoff date.
- 6.7 CONSULTANT shall forfeit all costs incurred if CONSULTANT fails to submit an invoice within one-hundred twenty (120) calendar days after the cutoff date.

Article 7 Documentation and Right of Audit

- 7.1 CONSULTANT shall keep and maintain all books, papers, records, accounting records including but not limited to all direct and indirect costs allocated to Services, files, accounts, reports, cost proposals with backup data, and all other material relating to Services. Consultant shall upon request, make all such materials available to SANBAG or its designee at any reasonable time during the term of the contract and for three (3) years from the date of final payment to CONSULTANT, for auditing, inspection and copying. CONSULTANT shall insert in each of its subcontracts the above requirement.
- 7.2 The State, the state auditor, FHWA or any duly authorized representative of the Federal Government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, any documents of the Consultant that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Article 8 Responsibility of the CONSULTANT

- 8.1 The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all calculations, drawings, notes and other services furnished by the CONSULTANT under terms of this Contract.
- 8.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, the CONSULTANT shall, as an integral part of its services, employ quality control procedures that identify potential risks and uncertainties related to construction of the project and the services performed by CONSULTANT within the areas of CONSULTANT services and expertise. Risks that may be encountered

include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, public safety, and environmental considerations. At any time during performance of the contracted Scope of Services, should the CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk and uncertainties, CONSULTANT shall immediately document such matters and notify SANBAG of said circumstances and related concerns. CONSULTANT shall also similarly notify SANBAG in regard to the possibility of any natural catastrophe, potential failure, or any situation that exceeds design assumptions and could precipitate a failure. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SANBAG to understand and evaluate the magnitude and effect of the risk and uncertainties involved.

Article 9 Reporting Requirements/Deliverables

All Reports and deliverables shall be submitted in accordance with Attachment "A".

Article 10 Permits and Licenses

CONSULTANT shall (without additional compensation) keep current all governmental permits, certificates and licenses (including professional licenses) necessary for CONSULTANT to perform Services.

Article 11 Technical Direction

11.1 Performance of Services under this Contract shall be subject to the technical direction of the SANBAG Contract Manager, or his designee, as identified in Attachment "A", Scope of Services, attached to this Contract. The SANBAG Contract manager will identify his designee, in writing to CONSULTANT, with the notice to proceed and subsequently with any changes during the contract period. The term "Technical Direction" is defined to include, without limitation:

11.1.1 Directions to the CONSULTANT which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Services.

11.1.2 Provision of written information to the CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of Service description.

11.1.3 Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be

delivered by the CONSULTANT to SANBAG or Caltrans under the contract.

- 11.2 Technical direction must be within the Scope of Services in the contract. The SANBAG Contract Manager or designee does not have the authority to, and may not, issue any technical direction which:
 - 11.2.1 Constitutes an assignment of additional Services outside the Scope of Services;
 - 11.2.2 Constitutes a change as defined in the contract clause entitled "Changes";
 - 11.2.3 In any manner causes an increase or decrease in the Contract's estimated cost or price or the time required for contract performance;
 - 11.2.4 Changes any of the expressed terms, conditions or specifications of the contract; or
 - 11.2.5 Interferes with the CONSULTANT'S right to perform the terms and conditions of the contract.
 - 11.2.6 A failure of the CONSULTANT and Contract Manager to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes".
- 11.3 All technical directions shall be issued in writing by the SANBAG Contract Manager or his designee.
- 11.4 The CONSULTANT shall proceed promptly with the performance of technical directions duly issued by the SANBAG Contract Manager or his designee, in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the CONSULTANT, any instruction or direction by the SANBAG Contract Manager or his designee, falls within one of the categories defined in 11.2.1 through 11.2.5 above, the CONSULTANT shall not proceed but shall notify the Contract Manager in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contract Manager to modify the contract accordingly. Upon receiving the notification from the CONSULTANT, the Contract Manager shall:
 - 11.4.1 Advise the CONSULTANT in writing within thirty (30) days

after receipt of the CONSULTANT'S letter that the technical direction is or is not within the scope of the contract "Changes" clause of the contract;

- 11.4.2 Advise the CONSULTANT within a reasonable time that SANBAG will or will not issue a written change order.

Article 12 Changes

- 12.1 The Services shall be subject to changes by additions, deletions, or revisions thereto by SANBAG. CONSULTANT will be advised of any such changes by written notification from SANBAG describing the change.
- 12.2 Promptly after such written notification of change is given to CONSULTANT by SANBAG, CONSULTANT and SANBAG will attempt to negotiate a mutually agreeable change in compensation or time of performance and amend the Contract accordingly. If sufficient funds exist in the contingency, SANBAG may, at its option, provide written direction to CONSULTANT that contingency funds may be used for compensation for the change. If CONSULTANT and SANBAG are unable to agree on the compensation change, the CONSULTANT may make a claim per Article 20, CLAIMS. CONSULTANT shall have no obligation to perform the changes, and shall not be entitled to compensation for Services performed on such changes, prior to the execution of the change order relating to the changes required by SANBAG.
- 12.3 CONSULTANT shall not suspend performance of this Contract during the negotiation of any change order, except as may be directed by SANBAG. CONSULTANT shall perform all changes in accordance with all the terms of this contract.

Article 13 Federal and State Mandatory Provisions

13.1 Equal Employment Opportunity/Nondiscrimination

- 13.1.1 In connection with the execution of this contract, the CONSULTANT shall not discriminate directly or indirectly against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The CONSULTANT shall take action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination;

rates of pay or other forms of compensation; and selections of training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the Equal Opportunity clause.

- 13.1.2 The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applications shall receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
- 13.1.3 The CONSULTANT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers representative of the CONSULTANT's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 13.1.4 The CONSULTANT shall comply with all provisions of Executive Order No 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), and shall permit access to its books, records, and accounts by SANBAG and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 13.1.5 In the event of the CONSULTANT'S noncompliance with the Equal Opportunity clause of this contract or any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).
- 13.1.6 The CONSULTANT shall include the provisions of paragraphs (13.1.1) through (13.1.6) of this Section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 112346 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), so that such provisions will be

binding upon each subcontract or vendor. The CONSULTANT shall take such action with respect to any subcontract or purchase order as SANBAG may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by SANBAG, the CONSULTANT may request SANBAG to enter into such litigation to protect the interests of SANBAG.

13.2 Handicapped Workers

13.2.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Article 14 Conflict of Interest

- 14.1 The CONSULTANT agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further agrees that in the performance of this Agreement, no person having any such interest shall be employed.
- 14.2 No portion of the funds received by the CONSULTANT under this Agreement shall be used for political activity or to further the election or defeat of any candidate for public office.

Article 15 Key Personnel

- 15.1 The personnel specified in 15.2 below are considered to be essential to Services being performed hereunder. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Services which are the responsibility of key personnel to other personnel, the CONSULTANT shall notify SANBAG reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project. Diversion or reallocation of

key personnel shall be subject to written approval by SANBAG. SANBAG also reserves the right to approve proposed substitutions for key personnel.

15.2 Key Personnel are:

William Nascimento
James Faber

Article 16 Representations

CONSULTANT agrees with SANBAG that services supplied by CONSULTANT in performance of this Contract shall be supplied by personnel who are careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that he is supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SANBAG that the same shall conform with the professional landscape architecture construction management principles and standards which are generally accepted in the State of California.

Article 17 Proprietary Rights

- 17.1 If, as a part of the Contract, CONSULTANT is required to produce Products, then CONSULTANT, if requested by SANBAG, shall deliver to SANBAG the original of all such Products which shall become the property of SANBAG.
- 17.2 All materials, documents, data or information obtained from SANBAG's data files or any SANBAG medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SANBAG. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SANBAG.
- 17.3 Except as reasonably necessary for the performance of Services, CONSULTANT and its employees and agents shall hold in confidence the materials and information referred to in this Article 17, PROPRIETARY RIGHTS which are produced by CONSULTANT for SANBAG in the performance and completion of CONSULTANT'S Services under the Contract, until released in writing by SANBAG, except to the extent such materials and information become a part of public domain information through no fault of CONSULTANT, or its employees or agents.
- 17.4 CONSULTANT shall not use SANBAG'S name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SANBAG.

- 17.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SANBAG unless otherwise agreed to by CONSULTANT and SANBAG.

Article 18 Terminations

- 18.1 Termination for Convenience. SANBAG shall have the right at any time, with or without cause, to terminate further performance of any part of all of the Services by written notice to CONSULTANT specifying the services to be terminated and the date of termination. On the date of such termination stated in said notice, CONSULTANT shall discontinue performance of Services and shall preserve Work in progress and completed Work, pending SANBAG'S instruction, and shall turn over such Work in accordance with SANBAG's instructions.
- 18.1.1 CONSULTANT shall deliver to SANBAG, in accordance with SANBAG'S instructions, all Products prepared by CONSULTANT or its subcontracts or furnished to CONSULTANT by SANBAG. Upon such delivery, CONSULTANT may then invoice SANBAG for payment in accordance with the terms hereof.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SANBAG as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the actual cost incurred by CONSULTANT to return CONSULTANT's field tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress and Products in accordance with SANBAG's instructions plus the actual cost necessarily incurred in effecting the termination.
- 18.2 Termination for Cause. In the event CONSULTANT shall file a petition in bankruptcy, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its solvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue

action to correct) such default within ten (10) calendar days following written notice thereof, SANBAG may, without prejudice to any other rights or remedies SANBAG may have, (a) hold in abeyance further payments to CONSULTANT; (b) stop any services of CONSULTANT or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SANBAG, SANBAG may take possession of the Products and finish Services by whatever method SANBAG may deem expedient. A waiver by SANBAG of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, nor be deemed to waive, amend, or modify any term of this Contract.

18.2.1 In the event of termination CONSULTANT shall deliver to SANBAG all finished and unfinished Products prepared by CONSULTANT or its subcontractors or furnished to CONSULTANT by SANBAG.

18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SANBAG, satisfactory in form and content to SANBAG and verified by SANBAG. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such termination.

Article 19 Stop Work Orders

Upon failure of CONSULTANT or its subcontractors to comply with any of the requirements of this Contract, SANBAG shall have the authority to stop any operations of CONSULTANT or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 18. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for increased costs or damages by CONSULTANT.

Article 20 Claims

CONSULTANT shall give SANBAG written notice within seven (7) days after the happening of any event which CONSULTANT believes may give rise to a claim by CONSULTANT for an increase in the Contract Price or in the scheduled time for performance. Within fourteen (14) days after the happening of such events, CONSULTANT shall supply SANBAG with a statement supporting CONSULTANT'S claim, which statement shall include CONSULTANT'S detailed estimate of the change in Contract Price and scheduled time occasioned thereby. SANBAG shall not be liable for, and CONSULTANT hereby waives, any claim or potential claim of CONSULTANT of which CONSULTANT knew or should have known and which was not reported by CONSULTANT in accordance with the

provisions of this Article. CONSULTANT agrees to continue performance of Services during the time any claim of CONSULTANT hereunder is pending. SANBAG shall not be bound to any adjustments in the Contract Price or scheduled time for CONSULTANT's claim unless expressly agreed to by SANBAG in writing and any such adjustments in the Contract Price so agreed to in writing shall be paid to CONSULTANT by SANBAG. No claim hereunder by CONSULTANT shall be allowed if asserted after final payments under this Contract.

Article 21 Insurance

In order to accomplish the indemnification herein provided for, but without limiting the indemnification, CONSULTANT shall secure and maintain throughout the term of the contract the following types of insurance with limits as shown:

- 21.1 Professional Liability Insurance coverage in an amount not less than \$1,000,000, per claim and in the aggregate. CONSULTANT shall secure and maintain this Insurance throughout the term of this contract and for a minimum of three (3) years after completion and acceptance of Services by SANBAG.
- 21.2 Workers' Compensation Insurance or state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$250,000 limits, covering all persons providing services on behalf of CONSULTANT.
- 21.3 Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$3,000,000 in the aggregate written on an occurrence form.
- 21.4 Comprehensive Automobile Liability Coverage, including owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and in the aggregate written on an occurrence form.
- 21.5 Proof of Coverage. CONSULTANT shall immediately furnish certificates of insurance to SANBAG evidencing the insurance coverage required above, prior to the commencement of performance of services hereunder, and such certificates shall include San Bernardino Associated Governments/San Bernardino County Transportation Authority and Fluor Daniel, Inc. (project administration consultant) as additional insured on Comprehensive General Liability Insurance or Commercial General Liability Insurance and auto insurance. The certificates shall provide that such insurance shall not be

terminated without thirty (30) days written notice to SANBAG, and CONSULTANT shall maintain such insurance from the time CONSULTANT commences performance of services hereunder until the completion of such services.

Article 22 Indemnity

CONSULTANT agrees to indemnify, hold harmless, and defend SANBAG, and their officers, employees (past and present), agents, and representatives, from and against:

- 22.1 Any claim, cause of action, liability, loss, cost or expense arising from infringement or improper appropriation or use by SANBAG of trade secrets, proprietary information, know-how, copyright rights or inventions, arising out of the use of methods, processes, designs, information, or other items furnished or communicated to SANBAG by CONSULTANT in connection with performance of Services; and
- 22.2 Any claim, cause of action, liability, loss, cost or expense, on account of injury to or death of persons or damage to or loss of property to the extent it arises out of or is alleged to arise out of the negligence or willful misconduct of CONSULTANT or its subcontractors, employees, or agents, in the performance of Services, and includes any and all expenses, including reasonable attorneys' fees, incurred by SANBAG for legal action to enforce CONSULTANT'S indemnification obligations hereunder.

Article 23 Ownership of Drawings and Data

All drawings, specifications reports and other data including computer programs developed by CONSULTANT under this agreement shall become the property of SANBAG when prepared, whether delivered to SANBAG or not.

Article 24 Subcontracts

- 24.1 CONSULTANT shall not subcontract performance of all or any portion of Services under this Contract, excepting subcontractors listed in the CONSULTANT'S proposal, without first notifying SANBAG of the intended subcontracting and obtaining SANBAG'S approval in writing of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all lower-tier subcontracts.
- 24.2 CONSULTANT agrees that any and all subcontractors of CONSULTANT will comply with the terms of this Contract applicable to the portion of Services performed by them. If requested by SANBAG, CONSULTANT shall furnish SANBAG a copy of the proposed subcontract for SANBAG'S

approval of the terms and conditions thereof and shall not execute such subcontract until SANBAG has approved such terms and conditions. SANBAG approval shall not be unreasonably withheld.

- 24.3 Approval by SANBAG of any services to be subcontracted and the subcontractor to perform said services will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said services.

Article 25 Inspection and Access

SANBAG shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SANBAG, shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory services or products.

Article 26 Independent Contractor

CONSULTANT is and shall be at all times an independent CONTRACTOR. Accordingly, all Services provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. SANBAG shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Services or as to the manner, means and methods by which Services are performed. All workers furnished by CONSULTANT pursuant to this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SANBAG.

Article 27 Precedence

- 27.1 The Contract documents consist of these General Terms and Conditions and Attachment "A", Scope of Services, Attachment "B" Billing Rate Schedule, CONSULTANT's Statement of Qualifications and SANBAG's Request for Qualifications are incorporated herein by reference.

27.2 The following order of precedence shall apply:

- 27.2.1 This Contract, its General Terms and Conditions, and Attachments
- 27.2.2 CONSULTANT's Statement of Qualifications
- 27.2.3 SANBAG's Request for Qualifications

27.3 In the event of an express conflict between the documents listed in Article 27.2, or between any other documents which are a part of the Contract, CONSULTANT shall notify SANBAG immediately and shall comply with SANBAG's resolution of the conflict.

Article 28 Communications and Notices

28.1 Any and all notices permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article 28. A change in address may be made by notifying the other party in writing.

For CONSULTANT:

Name: LAN Engineering Corp.
Address: 1887 Business Center Dr. #6
San Bernardino, CA 92408
Attn: William Nascimento
Phone: (909) 890-0477
Fax: (909) 890-0467

For SANBAG:

Name: San Bernardino Associated Governments
Address: 1170 W. 3rd Street, Second Floor
San Bernardino, California 92410
Attn: Mr. Darren Kettle
Phone: (909) 884-8276
Fax: (909) 885-4407

28.2 All communications pursuant to or in connection with this Contract shall be marked with SANBAG's contract and job numbers.

Article 29 Disputes

- 29.1 In the event any dispute arises between the parties hereto under or in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, services to be performed, Scope of Services and/or time of performance), the dispute shall be decided by the Contract Manager of SANBAG or his duly authorized representative within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of SANBAG. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such appeal shall be decided by a court of competent jurisdiction.
- 29.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

Article 30 Gratuities

CONSULTANT, its employees, agents, or representatives shall not offer or give to an officer, official, or employee of SANBAG or Fluor Daniel, Inc., gifts, entertainment, payments, loans, or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

Article 31 Review and Acceptance

- 31.1 All Services performed by CONSULTANT shall be subject to periodic review and approval by the representatives of SANBAG at any and all places where such performance may be carried on. Failure of SANBAG to make such review, or to discover defective Work, shall not prejudice the rights of SANBAG at the time of final acceptance. All Services performed by CONSULTANT shall be subject to periodic and final review and acceptance by SANBAG upon completion of all Services.
- 31.2 When Services have been completed and the products have been delivered to SANBAG, CONSULTANT shall so advise SANBAG in writing. SANBAG acceptance shall be based on those provisions set forth in the Scope of Services, Attachment "A" within thirty (30) working days of receipt of such notice, SANBAG shall give CONSULTANT written notice of final acceptance or any Services and Work which have yet to be completed or which are unsatisfactory.
- 31.3 In the event SANBAG does not accept Services or Products as submitted then upon their subsequent completion, CONSULTANT shall again so notify

SANBAG, and within the above specified time period SANBAG shall give CONSULTANT written notice of final acceptance or notice that the specified unfinished Services or Products have not yet been completed or are still not satisfactory. In the latter instance, the foregoing procedures with respect to such specified unfinished Services or Products will be repeated. Final acceptance shall not constitute a waiver or abandonment of any rights or remedies available to SANBAG under this Contract or by law.

Article 32 Safety

CONSULTANT shall comply strictly with all local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT'S operations in the performance of Services hereunder.

Article 33 Assignment

CONSULTANT shall not assign this Contract wholly or in Part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SANBAG. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the parties hereto.

Article 34 Amendments

This Contract may only be changed by an amendment duly executed by CONSULTANT and SANBAG except, that changes to the Contract to implement administrative changes such as approved changes in key personnel may be made by administrative amendment signed by CONSULTANT and SANBAG's Contracts Manager or other duly authorized representative.

Article 35 Governing Law and Venue

This Contract shall be subject to the law and jurisdiction of the State of California. The parties acknowledge and agree that this agreement was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this agreement will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this agreement is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

Article 36 Suspension of Services

- 36.1 SANBAG may at any time, and from time to time, by written Notice ("Suspension of Work Order") to CONSULTANT, suspend further performance of Services by CONSULTANT. Said Suspension of Services Order shall specify the date of suspension and the estimated duration of the suspension. Upon receiving any such Suspension of Work Order, CONSULTANT shall promptly suspend further performance of Services to the extent specified, and during the period of such suspension shall properly care for and protect all Services in progress. Such suspensions shall not exceed more than one hundred twenty (120) consecutive calendar days each, nor aggregate more than one hundred eighty (180) calendar days; and, if they do, CONSULTANT may, if it so elects by notifying SANBAG in writing, consider that this Contract has been terminated for convenience of SANBAG. If the Contract has not been so terminated by CONSULTANT, then SANBAG may at any time withdraw the Suspension of Services Order as to all or part of the suspended Services by written notice to CONSULTANT specifying the effective date and scope of withdrawal, and CONSULTANT shall resume diligent performance of Services for which the suspension is withdrawn on the specified effective date of withdrawal.
- 36.2 If CONSULTANT believes that any such suspension or withdrawal of suspension justifies modification of the contract compensation, CONSULTANT may request additional compensation and CONSULTANT and SANBAG will attempt to negotiate a mutually acceptable change in compensation and amend the Contract accordingly. If CONSULTANT and SANBAG are unable to agree on a change in compensation, CONSULTANT may request adjustments to either the Contract Price or the scheduled time for performance in accordance with Article 20, CLAIMS herein. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such suspension.

Article 37 Contingent Fee

The CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a Commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SANBAG has the right to annul this Contract without liability, pay only for the value of Services actually performed, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Article 38 Entire Document

- 38.1 This Contract and its attachments constitute the sole and only agreement governing Services and supersedes any prior understandings, written or oral, between the parties respecting the within subject matter. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been incorporated into this Contract.
- 38.2 No agent, employee or representative of SANBAG has any authority to bind SANBAG to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 38.3 As this Contract was jointly prepared by both parties, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either party.

Article 39 Attorney's Fees

- 39.1 If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Article 22, Indemnity.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

LAN Engineering Corporation

San Bernardino
County Transportation Authority

By: _____

By: _____
Dennis Hansberger
President, SANBAG Board
of Directors

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Jean-Rene Basle
SANBAG Counsel

ATTACHMENT "A"

Scope of Services

by and between

**San Bernardino Associated Governments/San Bernardino
County Transportation Authority**

and

LAN Engineering Corporation

for

**Construction Support Services
for**

State Street/University Parkway Grade Separation

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110 Overview

The San Bernardino Associated Governments (SANBAG), in cooperation with the California State Department of Transportation (CALTRANS), will utilize the services of CONSULTANT to perform Construction Support Services for a grade separation project in San Bernardino County, described in Section 120.

Coordination of CONSULTANT and SANBAG will be accomplished through a CONSULTANT Project Manager and a SANBAG Contract Manager or his designee.

The SANBAG Contract Manager for this Contract shall be:

Mr. Darren Kettle
Director of Freeway Construction

CONSULTANT shall be required to perform the professional and technical engineering services necessary to perform the services.

120 Project Location and Description

State Street is an arterial road in the County of San Bernardino with an at-grade crossing of the BNSF tracks just north of Cajon Boulevard. On the north side of the at-grade crossing the road is in the City of San Bernardino City limits and becomes University Parkway, continuing north past an interchange with I-215 up to Cal State San Bernardino. The proposed project will realign the roadway to the southeast and grade separate the roadway and railroad crossing such that the roadway goes over the BNSF tracks and adjacent Cajon Boulevard. A new bridge will go over the tracks and Cajon with sloped embankments on the north side of the tracks and MSE walled embankment on the south side of Cajon. To accommodate the realignment, there will be some local street realignment south of Cajon Boulevard to facilitate a connection between State Street and Cajon. The project limits of the corridor improvement extend from Hallmark Parkway in the City of San Bernardino, south to Blake Street in the County of San Bernardino.

The State Street/University Parkway Grade Separation Project, as described by the plans and specifications, shall include construction of roadways, bridge, drainage facilities, and retaining walls. SANBAG is responsible for design and construction of this project on behalf of the City and County and will turn over the project to those agencies upon completion of construction. The new bridge, embankments, and local

street work will be constructed over an approximately 18 to 24 month period.

200 APPLICABLE STANDARDS

As-built plans shall be prepared in accordance with CALTRANS regulations, policies, procedures, manuals, and standards including compliance with Federal Highway Administration (FHWA) requirements.

300 SERVICES PROVIDED BY CONSULTANT

CONSULTANT shall be responsible for the Services outlined in this Scope of Services. CONSULTANT services shall conform to the standards, criteria, and requirements of this Scope of Services.

- A. CONSULTANT shall carry out the instructions as received from SANBAG's Contract Manager, or his designee, and shall cooperate with other agencies, and other consultants providing Services for the Project.
- B. It is not the intent of the foregoing paragraph to relieve CONSULTANT of professional responsibility during the performance of this Scope of Services. In those instances where CONSULTANT believes a better design, or solution to a problem is possible, CONSULTANT shall promptly notify SANBAG's Contract Manager of these concerns, together with reasons therefor.
- C. CONSULTANT shall coordinate its Services with other consultant(s) and contractors in support of the Project or related projects. Any problems or conflicts shall be brought to the immediate attention of SANBAG.
- D. At the completion of this Scope of Services all files and correspondence relating to the Project shall be turned over to SANBAG. This includes all working data, field data, and background information used in creating the deliverables listed in the Scope of Services.
- E. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans.
- F. SANBAG will be responsible for all construction bidding procedures. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by CONSULTANT for decision by SANBAG as to the proper procedure required. Corrective action will be in the form of an addendum prepared by CONSULTANT and issued by SANBAG, or, by a covering change order after the award of the construction Contract.
- G. Provisions of the Construction Support Services are not intended to and will not in anyway create a contractual relationship between CONSULTANT and the construction

contractor. The provisions are not intended to and shall not be construed as making CONSULTANT responsible for the failure of the construction contractor to perform the work in accordance with the Contract documents or for the construction means, methods or techniques procedures sequences or safety procedures employed by the construction contractor in the performance of the work.

- H. CONSULTANT shall be required to furnish all necessary additional drawings for corrections and change orders required by errors and/or omissions of CONSULTANT. Such drawings will be requested in writing from CONSULTANT by SANBAG and shall be at no additional cost to SANBAG. All original tracing(s) of the drawings and Contract wording for change orders shall be submitted to SANBAG for distribution.
- I. CONSULTANT may be required to attend a Partnering workshop with SANBAG and the construction contractor. This workshop will be at the request of the contractor.
- J. CONSULTANT may be requested to prepare any addenda required to clarify the work included in the Contract documents. Addenda may be based on site inspection, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period.
- K. CONSULTANT shall be available to respond to questions in the field that may arise relative to the plans, details, or special provisions during construction.
- L. CONSULTANT shall be available to visit the job site for on-site review of construction, or to resolve any discrepancies in the Contract documents. CONSULTANT shall bring to the attention of the Resident Engineer any defects or deficiencies in the work which CONSULTANT may observe. CONSULTANT shall have no authority to issue instructions on behalf of SANBAG. All construction agreements are between SANBAG and its construction contractor.
- M. CONSULTANT shall review all submittal and shop drawings submitted by the resident engineer. CONSULTANT shall review submittals within the durations listed below. The durations are based on those called for in the Standard Specifications and Special Provisions for the particular type of document being submitted, less the following time period to account for transmittance of documents:
 - One (1) day per week shall be deducted from review periods specified as 1 week or more in the Standard Specifications and Special Provisions.
 - One (1) day shall be deducted from review periods specified to be less than 1 week in the Standard Specifications and Special Provisions.Contract change order reviews shall be completed within three working days of receipt by the CONSULTANT for typical change order requests. Additional review time may be allotted for major change order requests.

- N. CONSULTANT shall appoint a responsible member of the firm to be the contact person for all construction support services. That person should be continually available during the course of construction for review and updating of design plans.
- O. CONSULTANT shall make every reasonable effort to process any material presented for review in a prompt manner.
- P. Upon completion of construction CONSULTANT shall be required to prepare and deliver to SANBAG the final "As-Builts" utilizing information provided by the Resident Engineer. Preparation of microfilm of the "As-Builts" is not included in this task.
- Q. Drawings and amendments, required due to actions of SANBAG, which are beyond the scope of CONSULTANT responsibilities, shall be considered extra services.

400 NOT USED

500 NOT USED

600 ADMINISTRATION

610 SANBAG Project Management and Administration

As part of their design management activities SANBAG shall:

- A. Conduct ongoing reviews of CONSULTANT progress in performing the work and furnish technical comments in a timely manner.
- B. Review CONSULTANT correspondence as needed.
- C. Coordinate the distribution of public information.
- D. Provide a focal-point contact for all questions, requests, and submittals.
- F. Review Project Control documents (including subconsultants) submitted by CONSULTANT to ensure their understanding of the level of information required, reporting procedures, report cycle, and the intended use of each.
- G. Receive and review progress reports from CONSULTANT and incorporate the data presented in their Project Control System.

- I. Review with CONSULTANT, requests for change orders and/or extensions of time when such requests are determined to be necessary.
- J. Have final review and approval over all contractual payments and changes.

620 CONSULTANT Project Management and Administration

- A. CONSULTANT's design management activities include, but are not limited to:
 - 1. Establishing, furnishing, and maintaining suitable office facilities to serve as the Contract office for the duration of the Contract.
 - 2. Maintaining an adequate staff of qualified support personnel to perform the work necessary to complete the Project.
 - 3. Establishing internal accounting methods and procedures acceptable to SANBAG for documenting and monitoring Contract costs.
 - 4. Providing cost-to-date, schedule, progress, staffing, and related data to SANBAG as a part of the regular progress and payment process.
- B. CONSULTANT's work shall be performed and/or directed by those key personnel identified in their proposal. Any changes in the indicated key personnel shall be subject to prior review and approval by SANBAG in writing. Any change in CONSULTANT's officer-in-charge of the Services, as described in the General Terms and Conditions of this Contract, shall be subject to prior review and approval by SANBAG.
- C. Due to the nature and scope of the required services, it may be desirable for the CONSULTANT to subcontract portions of the Services. Adding Subconsultants to the original proposal team must be approved in writing by SANBAG prior to initiation of any Services. The volume of Services performed by the subcontractors shall not exceed 49 percent of the total Contract value. Throughout this effort CONSULTANT shall be the single source of contact and management of all subcontractors. Subcontractor management will include the coordination time required for all aspects of the Project.
- D. CONSULTANT shall provide to SANBAG copies of all written correspondence between CONSULTANT and any party pertaining specifically to the Project. Copies shall be furnished within five calendar days of receipt of said correspondence from any party, or five calendar days prior to mailing of correspondence to any party for review.

- E. CONSULTANT shall give written notice to SANBAG within seven (7) working days after CONSULTANT knows or should know of any cause or condition which might, under reasonable foreseeable circumstances, result in delay for which CONSULTANT may request an extension of time to complete the Services.

630 Project Controls

- A. As part of the Project Controls effort CONSULTANT shall at the introductory meeting, present SANBAG with samples of their proposed project control documents for SANBAG's review.
- B. As the Contract work progresses, CONSULTANT may discover the need to change the schedule to improve productivity or accommodate new or changed conditions. Any proposed change to the schedule shall be presented to SANBAG for review and validation prior to incorporation into the schedule.

640 Quality Assurance

CONSULTANT has total responsibility for the accuracy and completeness of the plans, calculations, and related documents furnished under this Scope of Services.

650 Reproduction Services

CONSULTANT shall provide the reproduction services required for the projects inclusive of the number of drawings to be delivered for the submittal tasks outlined in this Scope of Services.

Contract C07150 Attachment B
COST PROPOSAL

Contract No. State / University Pkwy Grade Separation - Phase IV

Consultant Lim & Nascimento Eng. Corp.

Rev. 0 - Dec 28, 2006

DIRECT LABOR (DL)

Classification	Name	Range	Hours	Hourly Rate	Total
Project Manager	James Faber		100 @	\$68.00	\$ 6,800
Senior Structural Engineer	MC/SM/BF		100 @	\$63.00	\$ 6,300
Senior Civil Engineer	EN		80 @	\$64.90	\$ 5,192
Civil Engineer	KP/FO/US		120 @	\$48.00	\$ 5,760
Associate Engineer	EG		40 @	\$38.00	\$ 1,520
Engineering Tech	RA		80 @	\$40.00	\$ 3,200
CAD	MA		@	\$29.00	\$ 0
QA / QC	Norm Suydam		16 @	\$64.90	\$ 1,038

Subtotal Hrs-> 536

Subtotal Direct Labor Costs \$ 29,810

Anticipated Salary Increases \$ 0

Total Direct Labor Costs \$ 29,810

FRINGE BENEFITS (FB)

Rate	Total
30.00 %	\$ 8,943
Total Fringe Benefits	\$ 8,943

INDIRECT COSTS (I)

Rate	Total
* %	\$ *
* %	\$ *
107.00 %	
Total Indirect Costs	\$ 31,897

FEE (Profit on Direct Labor + Fringe Benefits + Indirect)

Rate	
10.00 %	
Fee (DC+FB+I)	\$ 7,065

OTHER COSTS

1. Reproduction	\$ 1,000.00
2. Copying	\$ 500.00
3. Plotting	\$
4. Transportation / Travel	\$ 500.00
5. Special Deliveries	\$ 200.00
6. Computer Costs	\$
	\$ 2,200

FEE (Other Costs)

Rate	
0.00 %	
Fee (OC)	\$ 0

SUBCONTRACTOR COSTS

Douglas Engineering	\$ 10,000.00
Earth Mechanics	\$ 10,000.00
	\$
	\$ 20,000

FEE (Other Costs)

Rate	
0.00 %	
Fee (Sub)	\$

TOTAL COST

Total Cost	\$ 99,916
SAY	\$ 100,000

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 7

Date: January 18, 2007

Subject: Approve Contract No. C07178 to provide Construction Zone Enhanced Enforcement (COZEEP) services for Freeway Construction Projects

Recommendation:* Approve Contract No. C07178 for COZEEP services with California Highway Patrol (CHP) for various Major Freeway Projects being managed by SANBAG, in amount to not exceed \$300,000 with an agreement term to December 31, 2007.

Background: This is a new cooperative agreement. In February 2004 the Board approved Contract No. 04-049, with the CHP to provide COZEEP services for the I-10 Truck Climbing Lane project. Subsequently, amendments were approved by the Board to extend the term of the contract and add projects that required COZEEP services including the I-10 Widening Project through Redlands as well as the SR 210 project as it interfaces with Interstate 215 and the existing SR 30 in San Bernardino. The CHP has drafted an entirely new agreement and have requested that rather than amending the existing agreement that SANBAG consider a new agreement. This Agreement will allow SANBAG to continue to use COZEEP services on the above referenced projects as well as add the I-215 project.

The purpose of the COZEEP program is to provide guidance to motorist when driving through a construction zone and is now a mandated element of all Traffic Management Plans (TMP) that must be approved Caltrans. The COZEEP program provides CHP officers to aid motorists and help alleviate congestion. The costs associated in providing these services, including the hourly rate of a CHP officer is set by statute and vehicle mileage, are now regularly included as part of the Engineer's Estimate of the project.

Approved
Major Projects Committee

Date: January 18, 2007

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

Financial Impact: This item is consistent with the 2006/07 Budget with all costs being including in the construction costs for each project. TN 82407000, TN 83807000, and TN 86007000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on January 18, 2007.

Responsible Staff: Darren Kettle, Director of Freeway Construction

SANBAG Contract No. C07-178

by and between

State of California - Highway Patrol

and

San Bernardino County Transportation Authority

for

COZEEP Services

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
Notes:				
Original Contract: \$ <u>300,000</u>	Previous Amendments Total: \$ <u>0</u>		Previous Amendments Contingency Total: \$ <u>0</u>	
Contingency Amount: \$ <u>0</u>	Current Amendment: \$ <u>0</u>		Current Amendment Contingency: \$ <u>0</u>	
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →			\$ <u>300,000</u>	
↓ Please include funding allocation for the original contract or the amendment.				
<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
82407000	5553	MPVMI	_____	\$ <u>10,000</u>
86007000	5553	MPVMI	_____	\$ <u>26,721.20</u>
83807000	5553	MPVMI	_____	\$ <u>263,278.80</u>
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>Feb 7, 07</u>		Contract Start: <u>Feb, 07</u>		Contract End: <u>12/07</u>
New Amend. Approval (Board) Date: _____		Amend. Start: _____		Amend. End: _____
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: <u>06\07</u> \$ <u>100,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →		\$ <u>200,000</u>
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? <u>838ZZ07</u>				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: Darren Kettle			Contract Manager: Andrea Nieto	

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: a07178css-gwh

**STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
LETTER OF AGREEMENT**

THIS AGREEMENT, made and entered into this 28^h day of November 2006, by and between the State of California, acting by and through the Department of California Highway Patrol, hereinafter called the CHP, and the San Bernardino Associated Governments, hereinafter called SANBAG.

WITNESSETH: By and in consideration of the covenants and conditions herein contained, SANBAG and the CHP do hereby agree to the following terms and conditions:

1. CHP agrees to provide traffic control services for road widening of I-10 and construction of sound walls, occurring at Eastbound and Westbound between Orange Street and Ford Street in the city of Redlands, the construction of the SR-30/I-210 with Associated Interface of I-215 and SR-30, and the demolition and construction of the 5th Street bridge in the city of San Bernardino. The SANBAG services are scheduled from January 1, 2007 through December 31, 2007. The number of CHP officers and sergeants for each traffic control service will be determined by each service.
2. The CHP San Bernardino Area office will provide uniformed personnel and enforcement vehicles to perform the traffic control.
3. The hours of duty performed by CHP uniformed personnel are those mutually agreed upon by the CHP Contract Coordinator and the requesting party. Any changes to the proposed plan such as additional hours, dates, and sites for traffic control can be requested on as needed basis. All changes must be mutually agreed by the parties hereto.
4. The term of this agreement shall be January 1, 2007 through December 31, 2007.
5. The CHP Contract Coordinator for this agreement shall be:

Department of California Highway Patrol
CHP San Bernardino Area
Sergeant Jeff Klug
2211 Western Avenue
San Bernardino, CA 92411-1243

Telephone number: (909) 383-4247

6. The law enforcement services to be performed by CHP uniformed personnel including the standards of performance, discipline and control thereof, shall be the responsibility of CHP.
7. In the event of an unforeseen emergency, this agreement may be terminated by CHP without prior notice.
8. This agreement may be amended by written mutual consent of the parties hereto.
9. In consideration for the above services and upon receipt of an itemized invoice, SANBAG agrees to reimburse CHP for the actual cost incurred at the time services are provided. The following information is a cost estimate only:

CHP Officer	\$66.00 Overtime per hour
CHP Officer M/C	\$68.00 Overtime per hour
CHP Sergeant	\$80.00 Overtime per hour
CHP Sergeant M/C	\$83.00 Overtime per hour
CHP Automobile	\$00.52 per mile
CHP Motorcycle	\$00.91 per mile

10. The Total amount of this agreement shall not exceed \$300,000.00.
11. The CHP shall provide SANBAG with an itemized invoice, detailing CHP's entire costs for the traffic control services performed under this agreement. SANBAG agrees to pay CHP within thirty (30) days after the date of the invoice.
12. Unforeseen events may require CHP personnel to expend hours in excess of the original estimate.
13. The billing of CHP uniformed personnel's time will be from portal to portal (CHP Area to service location and back to the CHP Area).
14. If the CHP uniformed personnel has reported to the assigned location and has worked less than four (4) hours, SANBAG agrees to pay every assigned CHP uniformed personnel a minimum four (4) hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift.

15. If the CHP uniformed personnel reports to the assigned service location and if for any reason CHP reassigns the uniformed personnel away from the service location, SANBAG will be billed only for the uniformed personnel's actual time incurred from the CHP Area office to the service location and for the time spent at the assigned service location.

16. CANCELLATION

a. SANBAG will not be charged for cancellations made more than 24 hours prior to the scheduled assignment.

b. If cancellation is made within 24 hours prior to the scheduled assignment and the assigned CHP uniformed personnel **cannot be notified** of such cancellation, a minimum of four (4) hours overtime will be charged for each assigned uniformed personnel.

c. If cancellation is made within 24 hours prior to the scheduled assignment and the CHP uniformed personnel **is notified** of such cancellation, SANBAG will only be charged a short notice cancellation fee of \$50.00 per assigned CHP uniformed personnel.

d. All cancellation notices to CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding state holidays.

e. CHP agrees to make reasonable efforts to notify the assigned CHP uniformed personnel of the cancellation.

17. Additional charges may be assessed for CHP supplies, additional equipment utilized, damage to property repaired or replaced at state expense, which are directly related to the services provided herein.

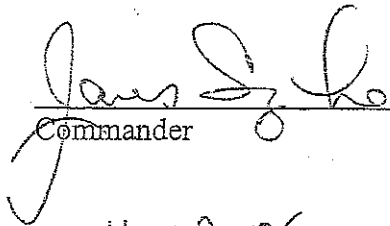
18. Gifts, donations, or gratuities may not be accepted by CHP employees in their own behalf or in behalf of the department, informal squad club, or other local funds.

19. SANBAG agrees to indemnify, defend and save harmless the state, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by SANBAG in the performance of this agreement.

20. SANBAG agrees to provide CHP with a resolution, motion, order or ordinance of the governing body which bylaw authorizes execution of this agreement, and indicates the individual who is authorized to sign the agreement on behalf SANBAG.

STATE OF CALIFORNIA
Department of California Highway Patrol

SAN BERNARDINO ASSOCIATED
GOVERNMENTS



Commander

President, Authority Board of Directors

11-29-06

Date

Date

Department of California Highway Patrol
Business Services Section
P. O. Box 942898
Sacramento, CA 94298-0001
(916) 375-2965

San Bernardino Associated Governments
2700 Little Mountain Drive, Building B, Suite 101
San Bernardino, CA 92405
(909) 875-6029

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM 8

Date: January 18, 2007

Subject: Amendment No. 15 to Contract No. 91-034 with Fluor Daniel

Recommendation*: Approve Amendment No. 15 to Contract No. 91-034 with Fluor Daniel for a period of one year, at a total cost of \$3,892,000 as detailed in the Financial Impact Section.

Background: **This is an amendment to an existing contract.** Since fiscal year 1992, Fluor Daniel has been providing program management services to SANBAG for implementation of the Measure I Major Projects program. During that period, a great deal of progress has been made. The Rt. 60 project is complete. The Rt. 71 is complete. The I-10 HOV widening project through Ontario is complete. Segments 1-8 of Route 30/210 are complete and segments 9-11 will be complete before the end of 2007. The I-10 Truck Climbing Lane is complete and I-10 lane additions through Redlands are scheduled are on schedule to be complete in early 2008. SANBAG recently awarded a construction contract for the construction of the 5th Street Bridge over the I-215 which is expected to take 30 months.

On the project development side, SANBAG has become the lead agency for three of the four I-215 North Segments with final design underway for all three segments. The mainline I-215 projects will begin construction this year with Caltrans managing the southerly most segment (segment 3) with SANBAG financial and project delivery oversight and the other three segments will proceed to construction in the next couple of years. SANBAG, in partnership with the Riverside County Transportation Commission, has initiated preliminary engineering and is developing the environmental document for the I-215 South project. This phase of the project is typically the most time consuming of any phase of a major freeway project and could

*

Approved
Major Projects Committee

Date: January 18, 2006

Moved: Second:

In Favor Opposed: Abstained:

Witnessed:

extend into the next decade. The project is estimated at \$700 million in San Bernardino County. The I-10 Westbound lane addition project should have completed preliminary engineering and an approved environmental document by Spring 2007 with the next phase of the project being final engineering. SANBAG has also recently initiated project development activities for several Measure I 2010-2040 Major Freeway Projects including the I-10 HOV Mainline project and the Devore Interchange. SANBAG is also the lead for preliminary engineering and environmental document development for the Colton Crossing project.

Finally, SANBAG, at the request of member jurisdictions, has assumed the project management role for the Live Oak Canyon/Interstate 10 Interchange, Tippecanoe/Interstate 10 Interchange, the Riverside Avenue/Interstate 10 Interchange, the Barton Road/I-215 Interchange and three railroad/highway grade separations. Two of the railroad grade separation projects and the Live Oak Canyon Interchange will begin construction later this year.

A vast number of lesser tasks and contributory products have been completed and prepared along the way to lay the foundation for the major milestones listed above, one of the most important of which has been the processing of well over \$100 million in federal funds. This last accomplishment has enabled SANBAG to stay well ahead of schedule in terms of obligating STP funds as required by state's "use it or lose it" policy and, through fund exchanges, has greatly enhanced the flexibility of local agencies in pursuit of project commitments.

All of this work has been managed and developed by SANBAG's program management consultant, Fluor Daniel Inc. Though conveniently operating under the administrative umbrella of Fluor Daniel Inc., this staff works exclusively out of SANBAG offices and operates as a direct extension of SANBAG staff. SANBAG staff, in the case of the Major Projects Program, consists only of the director and the secretary. By any measure, the Fluor staff is, in practical effect, indistinguishable from regular SANBAG employees, but particularly in terms of loyalty and dedication. The decided success that SANBAG has enjoyed in the implementation of the Measure I Major Projects Program has been made possible by the hard work and ingenuity of these dedicated individuals.

There is never a convenient time to consider the potential of 100% turnover in the SANBAG's core project management staff which is a possible outcome from a Request for Qualifications process. That noted, SANBAG staff fully recognizes that given the number of years that Fluor has provided these services and that the new Measure I program begins in about three years, if there is a time to RFQ for program/project management services that time is in the next year or so. However, staff is concerned that before proceeding with an RFQ it will be necessary to have an idea of the level of staffing that will be expected to be provided by a project/program

management consultant. The Board will recall that the Executive Director is currently working on a reorganization plan that will affect staffing for SANBAG's capital projects program. Additionally, a discussion item in the Measure I 2010-2040 Strategic Plan is how SANBAG should be structured from a staffing perspective to delivery the major capital projects in Measure I 2010-2040. A key policy question yet to be fully explored is should SANBAG continue using solely consultant services for project management activities or is it time to consider increasing SANBAG staff given the substantial amount of work ahead for the agency over the next 20+ years? These issues should be considered and resolved prior to an RFQ process for PM services and a one year extension to June 30, 2008 will allow time for that discussion.

In light of these circumstances, including the substantial progress made to date as well as the importance of fulfilling SANBAG's commitments regarding Rt. 30/210, staff recommends a one year extension to the Fluor Daniel program management contract. This recommendation is consistent with SANBAG's Contracting and Procurement Policy, according to which renewal of professional services contracts without re-competition can be justified given findings of (1) specific qualifications, (2) unique knowledge of the project, or (3) unique knowledge of the work required, resulting in the conclusion that the contractor is preeminently qualified to perform the work.

Unquestionably, Fluor Daniel, or rather the professional project managers and engineers and support staff working out of SANBAG offices, remains preeminently qualified to perform the program management work necessary to complete the Measure I Major Projects Program and an assortment of other transportation projects. Having participated in all phases of activity required to bring the program to its current point, these staff possess indispensable historical intimacy with every detail of the program from project scope, design, right of way and so on, all the way through to established and positive relationships with Caltrans, other participating agencies, as well as our member jurisdictions. Given these special qualifications, coupled with the importance of maintaining the established schedules, staff finds it prudent to recommend extension of the current contract.

Financial Impact: The total amount of this item is \$3,892,000 for the one year extension and is consistent with FY 07/08 budget currently being developed by SANBAG staff. Financial impact of this contract amendment will be handled during the annual budget process. No charges will occur against this amendment during FY 06/07. Funding source is Measure I Valley Major Projects Fund. TN 81507000.

Reviewed By: This item will be reviewed by the Major Projects Committee on January 18, 2007.

Responsible Staff: Darren Kettle, Director of Freeway Construction

SANBAG Contract No. C91-034-15

by and between

Fluor Corporation

and

San Bernardino County Transportation Authority

for

Program Management

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment	
Notes:				
Original Contract: \$ <u>50,544.00</u> Contingency Amount: \$ <u>0</u>		Previous Amendments Total: \$ <u>45,267,028</u> Previous Amendments Contingency Total: \$ <u>0</u> Current Amendment: \$ <u>3,892,000</u> Current Amendment Contingency: \$ <u>0</u>		
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →				\$ <u>49,209,572</u>
↓ Please include funding allocation for the original contract or the amendment.				
<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
<u>81508000</u>	<u>5553</u>	<u>MPVMI</u>	_____	\$ <u>3,892,000</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>6/0/91</u> Contract Start: <u>6/0/91</u> Contract End: <u>6/30/08</u> New Amend. Approval (Board) Date: <u>Feb 7, 07</u> Amend. Start: <u>Feb , 07</u> Amend. End: <u>6/30/08</u>				
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: <u>06\07</u> \$ <u>0</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>3,892,000</u>	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, which Task includes budget authority? <u>Next yr budget</u> If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: Darren Kettle			Contract Manager: N/A	

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: a91-034-15css-gwh

Form 28 06/06

Attachment 1
Cost and Hours
Breakdown
Sanbag Contract No. 91-034
Amendment No. 15

Fluor Daniel Field Office

Estimated Hours and Costs

	Hrly. Rates Median Yr.	Months on Proj.	Total Hours	Total Dollars
Segment Manager/TBD	\$60.00	12	1,860	\$111,600
Construction Manager/TBD	\$65.00	12	1,860	\$120,900
Childs, Artis	\$62.50	12	1,860	\$116,250
DaSilva, Lisa	\$51.00	12	1,860	\$94,860
Esswein, Tom	\$55.00	12	1,860	\$102,300
Hamideh, Tamara	\$55.50	12	1,860	\$103,230
Heffer, Greg / Proj. Mgr.	\$70.00	12	1,860	\$130,200
Husain, Abunnasr	\$58.00	12	1,860	\$107,880
Lantes, Herald	\$66.00	5	698	\$46,035
Nieto, Andrea	\$37.50	12	1,860	\$69,750
Oberdank, Deanne	\$27.00	12	1,860	\$50,220
Painter, Charles	\$54.00	12	1,860	\$100,440
Saylor, Dennis	\$62.50	12	1,860	\$116,250
Shippy, Gary	\$55.00	12	1,860	\$102,300
Timmins, Valerie	\$40.50	11	1,705	\$69,053
Wisdom, Chuck	\$59.00	12	1,860	\$109,740
Yench, Steve	\$61.00	12	1,860	\$113,460
Subtotal F.O. Staffing			30,303	\$1,664,468

Labor, Overhead, and Fee

Labor + TOWP (%)	13.500	\$1,889,171
Burdens & Overhead %	93.150	\$1,759,762
Fee		\$364,893
F.O. Total		\$4,013,826

Fluor Daniel Home Office

Estimated Hours and Costs

	Hrly. Rates Median Yr.	Per./Mos on Proj.	Total Hours	Total Dollars
Schmer, Donald	\$45.50	12	1,860	\$84,630
Support, Misc	\$48.00	4	560	\$26,880
Totals			2,420	\$111,488

Labor, Overhead, and Fee

Labor + TOWP (%)	13.500	\$126,539
Burdens & Overhead %	105.880	\$133,980
Fee		\$26,052
F.O. Total		\$286,571

Attachment 1
Cost and Hours
Breakdown
Sanbag Contract No. 91-034
Amendment No. 15

The Nettleship Group - Subconsultant

Estimated Hours and Costs

	Hrly. Rates Median Yr.	Months on Proj.	Total Hours	Total Dollars
Coleman, Christine	\$18.00	12	1,860	\$33,480
Totals			1,860	\$33,480

The Nettleship Group Labor, Overhead, and Fee

Burdens %	40.000	\$13,392
Overhead %	75.000	\$25,110
Fee		\$7,198
Total TNG		\$79,180

Other Direct Costs

Travel Expense/Month	\$6,100	\$73,200
Truck Lease per mo./per truck (4 trucks)	\$650	\$31,200
Other expenses (per month)	\$670	\$8,040
Total Expenses		\$112,440

Subtotals - Amendment No. 15

Fluor Total	\$4,300,397
Other Labor - TNG	\$79,180
ODCs	\$112,440
Total	\$4,492,018

Estimated Remaining Balance As Of Feb:	\$600,000
	\$3,892,018

Amendment Total: \$3,892,000 (rounded)

Attachment 2

SANBAG Contract No. 91-034

Amendment No. 15

Scope of Work

Fluor will provide staff to assist SANBAG staff in implementation of the Measure I Major Projects program and Call Box program. The following list highlights those projects and activities for which Fluor provides assistance under the SANBAG Major Projects program and Call Box program. The anticipated level of effort required for each project has been estimated as shown within this scope and other figures shown within Attachment 1. This scope of work is based on the understanding that Fluor staff is not responsible for approving the work products of others and is not responsible for any outcomes resulting from those products (e.g., PS&E packages, contractor submittals, reports, etc.). Instead, Fluor staff will provide coordination and communicate with involved parties as necessary to advance the projects through various phases.

Route 210 Segments 10 and 11 PS&E: Provide project management and general coordination during the design of final PS&E packages. Fluor staff will coordinate issues during the design of PS&E packages for two projects that will follow mainline construction. Work items include general/project management and coordination as needed to advance projects through the delivery process, issue coordination, project controls support, management of consultant contracts, and right of way oversight assistance. It is assumed that one Fluor member will be assigned to this section of work.

Route 210 Segments 9, 10, and 11 Construction: Fluor staff will assist in the management and coordination of the Sanbag administered contracts, and will provide general oversight and communicate SANBAG's interests on the Caltrans' administered project. Work items generally include contract management of various construction management contracts, coordination of project issues for current and upcoming construction projects, project controls support, and preconstruction property inspections for damage claim support. Construction projects include early projects within Segments 9, 10, and 11, the combined mainline contract for Segments 9, 10, and 11, and other possible ancillary contracts related to those segments. It is assumed that between five and six Fluor members will be assigned to this section of work.

I-215 North – Route 210 to I-10 Four segments currently exist within I-215 North limits between SR 210 and I-10. The project generally consists of widening or reconstructing the freeway and adding an HOV lane. Caltrans is currently responsible for the design of one segment, the right of way acquisition for all four segments, and the construction and AAA of one segment. SANBAG is responsible for the design and construction of three segments. Fluor staff will assist SANBAG in the management of the design contracts and in coordinating activities for each SANBAG segment. Fluor staff will also assist in the management of associated construction for the I-215. Fluor staff will provide general oversight during construction and communicate SANBAG's interests in the project. It is assumed that between four and five Fluor members will be assigned to this section of work.

I-215/I-15 Interchange (Devore I/C) Development of the PA/ED for the I-15/I-215 Interchange is the early phases. SANBAG intends to select a consultant to prepare the required documentation and gather approvals needed for the PA/ED. Fluor staff will provide assistance to SANBAG in the management of environmental consultants and associated contracts, engineering consultants and associated contracts, and

in the planning and possible staging strategies for the project. It is anticipated that Fluor will provide one or two members for this section of work.

I-215 South – I-10 to SR-60/91 Interchange: Plans for the widening of I-215 South are in the preliminary phases. Fluor staff will provide assistance to SANBAG in the management of environmental consultants and associated contracts, engineering consultants and associated contracts, and in the planning and possible staging strategies for the project. It is anticipated that Fluor will provide two members for this section of work.

I-10 Projects: The I-10 projects include the Median Widening project, Westbound Lane Addition, Tippecanoe Interchange, Live Oak Interchange, I-10 HOV, and Riverside Interchange project, as well as other miscellaneous projects. The projects are in various phases of the development cycle. The projects are being managed by SANBAG and are expected to be constructed under SANBAG contracts. Fluor will provide staff to assist SANBAG in the management and coordination of these projects. Fluor staff assistance will include consultant contract management, project issue coordination, and general project monitoring/management. It is anticipated that two or three Fluor members will be assigned to the PS&E phase of work and two or three members will be assigned for the construction phase of work within this section of work.

Call Box Program: Fluor staff has provided support to the SANBAG Call Box program. Fluor staff support has primarily included the coordination of ongoing Caltrans district construction projects, procurement support and management of the call box upgrade and replacement program, and other day to day efforts outlined in the original scope of work. Fluor will continue to support the Call Box program using the remaining funds allocated to this contract in Amendment 13. The period of performance for the Call Box support shall be extended as defined in this Amendment. It is assumed that Fluor will provide one part-time staff member for this effort and support the program at a level consistent with the needs of the program staff and the available funding.

Project Controls, Monitoring, and Administration: Fluor will provide staff to monitor program costs, develop project/program schedules, monitor and track Major Projects program expenditures, and track funding reimbursements. It is anticipated that Fluor will provide three or four members for this section of work.

Other Tasks: Fluor staff may assist SANBAG with various special projects or studies throughout the duration of this Amendment. Also, Fluor staff may assist SANBAG in the management and development of projects or activities not specifically listed above. Flexibility has been, and continues to be, an important factor in the successful implementation of this Program.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 9

Date: January 18, 2007

Subject: Master Agreement Administering Agency-State Agreement for State Funded Projects and Supplemental Agreement

- Recommendation:***
1. Recommend approval of Master Agreement Administering Agency-State Agreement for State Funded Projects;
 2. Recommend approval of Supplemental Agreement covering TCRP funding for the two grade separation projects for which SANBAG will be the lead agency (University and Hunts Lane);
 3. Recommend approval of Resolution No. 02-007 certify to SANBAG's maintenance of effort for transportation spending as required by AB 2928;
 4. Authorize the Executive Director to approve any future program supplements.
 5. Direct staff to seek appropriate amendments to the Master Agreement.

Background: SANBAG has agreed to be lead agency for the development and implementation of two of the grade separation projects from the Alameda Corridor East that were funded through the Transportation Congestion Relief Act. The act itself stipulates that no funds flow without, among other things, the prior execution of cooperative agreement between the implementing agency and Caltrans. Caltrans, in turn, has determined that such cooperative agreement must take the form of a "Program

*

Approved
Major Projects Committee

Date: January 18, 2007

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

Supplement Agreement" to a "Master Agreement, Administering Agency – State Agreement for State Funded Projects." SANBAG entered into a similar agreement with Caltrans in 1997 for Federally Funded Projects. No Master Agreement for State Funded Projects had previously been prepared. The necessity for this agreement is totally an outgrowth of the TCR Program, which utilizes state-only funding. The new master agreement sets out general provisions required for state funded projects. Specific projects will be carried out by a Program Supplement to this agreement that establishes specific dollar amounts and other specific conditions of individual projects.

The Master Agreement basically lays out the administrative procedures and contractual requirements mandated by statute for the receipt of state funding. Staff has, however, identified a couple of provisions in the Master Agreement that appear to exceed the requirements of the statute, and to place unnecessary burdens on SANBAG. These relate primarily to the provisions relating to audits and payments. Both the statute and the CTC Guidelines specify that "all funds authorized by the act, allocated, and expended will be *subject to* financial compliance audits by Caltrans Audits and Investigations (emphasis added)." The Master Agreement, on the other hand, absolutely requires an audit for every project, contracted and paid for by the administering agency. The statute also specifies that electronic reimbursement procedures will be utilized to the extent prudent and practical. This requirement appears to be totally ignored in the Master Agreement.

In order to be able to proceed with the two grade separation projects as quickly as possible, staff recommends approval of the Master Agreement and Program Supplement Agreement, despite the above-mentioned short-comings. Part of this action is to direct staff to seek appropriate amendments to the Master Agreement over the coming months. In this manner, the projects can proceed while negotiations continue regarding the requirements of the Master Agreement.

AB 2928 also requires, as a condition of funding, that the administering agency execute a resolution certifying to maintenance of effort for transportation spending. "A regional or local agency receiving an allocation from this program shall certify, by resolution of its governing board, . . . that it will sustain its level of expenditures for transportation purposes at a level that is consistent with the average of its annual expenditures during the 1997-98, 1998-99, and 1999-2000 fiscal years . . . during the fiscal years that the allocation provided under this chapter is available for use." It is staff's position that this provision should not apply to self-help counties like SANBAG, since the intent of the provision is to prevent diversion of funds to non-transportation purposes, and action that SANBAG is simply not structured to take. SANBAG is currently on record supporting clean-up legislation that would provide an appropriate exemption. In

the meantime, however, it is necessary to approve the required resolution in order to receive funding. Should an audit occur, SANBAG will be able to show that its level of expenditure during the course of the work now being funded will easily match the average expenditure during the fiscal years listed.

Finally, as in the case of the Master Agreement for federal funds, staff recommends that the Executive Director be authorized to execute any required Program Supplement Agreements.

Financial Impact: This action imposes no financial impact. TN 0227200.

Reviewed By: This item will be reviewed by the Major Projects Committee on January 10, 2007.

Responsible Staff: Darren Kettle, Director of Freeway Construction

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 10

Date: January 18, 2007

Subject: Amendment No. 2 to Cooperative Agreement 04-052 with the City of Rancho Cucamonga modifying funding for remaining items related to SR 210 Construction

Recommendation:* Approve Amendment No. 2 to Cooperative Agreement 04-052 with the City of Rancho Cucamonga increasing the authorized contract amount by \$7,030 to \$307,552 as detailed in the Financial Impact Section. TN 82407000.

Background: In April 2004 the Board approved Cooperative Agreement No. 04-052 with the City of Rancho Cucamonga that addressed responsibilities and funding to address a variety of pending items related construction of the State Route 210 project. SANBAG has fulfilled all of its obligations under the original agreement with the exception of paying \$7,030 associated with construction changes orders for the Beryl Park fence that SANBAG agreed to 50/50 split of construction cost. This amendment will recognize the actual cost for the Beryl Park Screening Fence now that the City has closed out its contract with the contractor.

Financial Impact: The total cost of this agreement to SANBAG is increased by \$7,030 to \$307,552 and is consistent with the SANBAG 2006/07 fiscal year budget. Funding Source is SANBAG Measure I Valley Major Projects funds. TN 82407000

Reviewed By: This item will be reviewed by the Major Projects Committee on January 18, 2007.

Responsible Staff: Darren Kettle, Director of Freeway Construction

*

Approved.
Major Projects Committee

Date: January 18, 2007

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

SANBAG Contract No. 04-052-02

By and between

San Bernardino Associated Governments

And

the City of Rancho Cucamonga

For

SR 210 Construction Impacts

FOR ACCOUNTING PURPOSES ONLY			
<input checked="" type="checkbox"/> Payable	Vendor Contract #	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment
Notes: Amendment to extend contract duration by six months			
Original Contract:	\$ <u>361,478.00</u>	Previous Amendments Total:	\$ (60,956)
Contingency Amount:	\$ <u>0</u>	Previous Amendments Contingency Total:	\$ _____
		Current Amendment:	\$ 7,030
		Current Amendment Contingency:	\$ _____
Contingency Amount requires specific authorization by Task Manager prior to release.			
Contract TOTAL →			\$ 307,552
Please include funding allocation for the original contract or the amendment			
Task	Cost Code	Funding Sources	Amounts
1 82407000		1 Meas. I Valley Major Projects	\$ 7,030
2		2	\$ _____

Original Board Approved Contract Date: <u>4/7/04</u>	Contract Start:	Contract End: <u>N/A</u>
New Amend. Approval (Board) Date: <u>2/7/07</u>	Amend. Start:	Amend. End: <u>N/A</u>
If this is a multi-year contract/amendment, please allocate costs among fiscal years:		
Fiscal Year: <u>05/06</u> \$ <u>00</u>	Fiscal Year: <u>06/07</u> \$ _____	Fiscal Year: _____ \$ <u>00</u>

Is this consistent with the adopted budget? ☒ Yes ☐ NoIf no, has the budget amendment been submitted? ☐ Yes ☐ No

CONTRACT MANAGEMENT	
Please mark an "X" next to all that apply:	
<input checked="" type="checkbox"/> Intergovernmental	<input type="checkbox"/> Private
<input type="checkbox"/> Non-Local	<input checked="" type="checkbox"/> Local
<input type="checkbox"/> Partly Local	
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____%	
Task Manager: Darren Kettle	Contract Manager:

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

CONTRACT NO. 04-052
AMENDMENT NO. 2

Agreement Between
the
San Bernardino Associated Governments

And the
City of Rancho Cucamonga

This AMENDMENT No. 2 to SANBAG CONTRACT No. 04-052 entered into as of this 7th day of February, 2007 by the City of Rancho Cucamonga(hereafter called CITY) and the San Bernardino Associated Governments (hereafter called SANBAG):

WITNESSETH

WHEREAS, SANBAG and the CITY, under SANBAG Contract 04-052, agreed to establish responsibilities for the funding to complete remaining items of repair, design, and construction for the Route 210 construction project within the CITY; and,

WHEREAS, a screening fence at Beryl Park was included in the original agreement and the CITY proceeded with a competitive bid process and did consult with SANBAG when the low bid exceeded the project estimate prior to awarding a contract to lowest responsible and responsive bidder; and,

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. 04-052 as follows:

1. Paragraph 3 shall now read in its entirety, "SANBAG will fund up to 50% of the cost of a screening fence at Beryl Park. The CITY will provide the other half of the funding and be responsible for the design and construction of the screening fence. The CITY agrees to consult with SANBAG on all change orders that exceed \$5,000 before implementation of the change order. The City has completed a construction contract for the fence in the amount of \$192,148. The CITY will invoice SANBAG upon completion of the work.

Except as amended by this amendment, all other provisions of Contract No. 04-052 remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have below signed:

San Bernardino
Associated Governments

City of Rancho Cucamonga

By: _____
Dennis Hansberger, President
SANBAG Board of Directors

By: _____
Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Jean-Rene Basle
SANBAG Counsel

Date: _____

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 11

Date: January 18, 2007

Subject: Contract No. C07177 with David Evans and Associates to complete design of the State Route 210/Pepper Avenue Interchange in the City of Rialto

Recommendation:*

1. Approve Contract No. C07177, a sole source contract, with David Evans and Associates to complete design of the State Route 210/Pepper Avenue Interchange in the amount of \$330,000 as detailed in the Financial Impact Section, and
2. Amend the SANBAG 2006/07 Budget increasing both revenues and expenditures in the amount of \$330,000 in Task Number 82007000. Funding source is Measure I Valley Major Projects. TN 82007000

Background: This is a new sole source contract. In March 2000, the Board approved a cooperative agreement with the City of Rialto for the Pepper Avenue Extension to SR 210. The purpose of this agreement was to establish the responsibilities for design, funding, and construction of the Pepper Avenue extension to the proposed interchange with State Route 210. In general, the agreement required the City to secure funding and construct the Pepper Avenue extension to SR 210 concurrent with or prior to the construction of mainline Segment 10 and for SANBAG to design and construct a standard diamond interchange to accommodate the Pepper Extension as part of the SR 210 mainline project.

SANBAG proceeded with the engineering design work to include a diamond interchange as part of the SR 210 Segment 10 mainline project. The Plans, Specifications, and Estimates (PS&E) submitted to Caltrans and Federal Highways Administration incorporated the Pepper Interchange as part of the project. As FHWA was reviewing the PS&E and conducting a final

Approved
Major Projects Committee

Date: January 18, 2007

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

environmental review that would lead to final design and environmental approvals for the SR 210 Mainline project, FHWA environmental staff questioned the status of the Pepper Avenue Extension vis-à-vis the Pepper Interchange. FHWA's concerns revolved around constructing "ramps to nowhere" in the event that the Pepper Avenue Extension did not occur on a parallel timeline with the construction of the Mainline project. After consulting with the City on their timeline it was determined that the Pepper Ramps should be deleted from the SR 210 mainline project and be built at a later date when the City extends Pepper Avenue.

The City has since made substantial progress on activities associated with the Pepper Avenue extension and it is now necessary for SANBAG to finalize the design for the full diamond interchange at Pepper Avenue. The original designer for SR 210 Segment 10, which includes the Pepper Avenue Interchange, was HNTB Corporation. However, it has been nearly three years since HNTB has worked on the design and the principal engineers involved in the design are no longer with the company. HNTB has provided to SANBAG electronic files of the Pepper Interchange that are approximately 95% complete.

In order to complete the design and prepare a final PS&E package for the Pepper Interchange it is necessary to select a new engineering firm. SANBAG would normally proceed with an RFQ for these services but due the relatively limited amount of work remaining and an accelerated timeline, staff concluded that it may be in the best interest of the project to pursue the individuals most familiar with the project in the first place. The Ontario office of David Evans and Associates (DEA) has recently launched a transportation engineering practice and in doing so hired Richard Hart and Steve Henderson both of whom were formerly with HNTB and were significantly involved in the design of segment 10.

SANBAG policy does allow for sole source contracts with a finding of appropriateness and that it is in the best interest of the agency. Specifically, the policy states sole source contracts may be recommended for approval based on unique qualifications, the existence of time constraints, and/or in certain instances of demonstrated experience. In this case with the city's progress on the Pepper Avenue extension, the unique project specific experience of the DEA staff that would be assigned to the project, and that limited work remains to finalize the design and PS&E package, staff believes it is appropriate to recommend a sole source contract with DEA.

Financial Impact:

This action is not consistent with the 2006/07 Budget. A budget amendment is required increasing both revenues and expenditures in the amount \$330,000 to Task Number 8200700. Funding source is Measure I Valley Major Projects.
TN 82007000

Major Projects Agenda Item
January 18, 2007
Page 3

Reviewed By: This item will be reviewed by the Major Projects Committee on January 18, 2007.

Responsible Staff: Darren Kettle, Director of Freeway Construction

SANBAG Contract No. C07177
by and between
San Bernardino County Transportation Authority
and
David Evans and Associates, Inc.
for
Engineering Services for Pepper Avenue Interchange At SR-210 Project
Plans, Specifications & Estimates (PS&E)

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
Notes:				
Original Contract: \$ <u>300,000</u> Contingency Amount: \$ <u>30,000</u>		Previous Amendments Total: \$ <u>0</u> Previous Amendments Contingency Total: \$ <u>0</u> Current Amendment: \$ <u>0</u> Current Amendment Contingency: \$ <u>0</u>		
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →				\$ <u>330,000</u>
↓ Please include funding allocation for the original contract or the amendment.				
<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
82007	5553	MPVMI	_____	\$ <u>100,000</u>
82008	5553	MPVMI	_____	\$ <u>230,000</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: _____ Contract Start: _____ Contract End: _____ New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____				
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: <u>06/07</u> \$ <u>100,000</u>		Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>230,000</u>
Is this consistent with the adopted budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, which Task includes budget authority? _____ If no, has the budget amendment been submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: Darren Kettle			Contract Manager: Tamara Hamideh	

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Project Understanding and Work Plan

PROJECT UNDERSTANDING

The Plans, Specifications, and Estimate, PS&E, will address the need to improve circulation within the area by adding the Pepper Avenue interchange at Route 210. The project includes the addition of Pepper Avenue with two through lanes each direction and turning lanes at the three signalized intersections (the two ramp intersections and at the intersection of Highland Avenue. These improvements are being done to address the construction of a planned interchange that did not meet the requirements of independent utility due to a gap in access between the interchange at the SR-210 freeway and the existing Pepper Avenue which terminates approximately 1 mile south of the proposed interchange. This gap in Pepper Avenue is currently being addressed by the City of Rialto through a separate construction project. With a Continuous Pepper Avenue in place, the interchange will meet the requirements of independent utility and can be constructed.

SR-210 is under construction. The under-crossing bridge at future Pepper Avenue has been constructed and a graded portion of the ramps is being used as access during construction of the freeway mainline. In addition, there is an existing drainage outlet structure just south of the eastbound off-ramp gore area, and the storm water flow will need to be addressed during the PS&E for the extension of Pepper Avenue to the south. There are existing utilities within the area, such as power lines, high pressure gas, high pressure concrete water, telephone, and others where impacts need to be minimized when developing the PS&E design.

The project construction staging will have to be orchestrated to minimize the impacts to an existing resident to the southeast of the interchange, and maintain existing traffic patterns along Highland Avenue.

Assumptions

It is our understanding that the development of this project is to be treated as a stand alone project. As such DEA staff is aware that some information crucial to the development of interchange projects may already be compiled for this project as part of the SR-210 mainline construction. Thus, our proposal has purposely left out items such as surveying, utility coordination, and right of way mapping

PROPOSAL PEPPER AVENUE INTERCHANGE AT ROUTE 210 - PS&E

under the assumption that much of this information and work has already occurred with the larger project. Thus, our intent is only to verify conditions as they exist today against the construction plans for the purpose of establishing the baseline existing condition. We believe that this will prevent SANBAG from incurring expense on a duplication of previous efforts. We hope to be able to coordinate with SANBAG construction staff and to utilize construction survey and utility information in our design efforts. This assumption is a vital component of our proposal and work plan.

We also understand that a separate environmental evaluation will occur for this project. This proposal does not address support of that effort. Thus, DEA does not envision the preparation of any exhibits for an environmental document. Elements such as APE maps, visual simulations, or water quality strategies to support the approval of environmental document are not within the scope of this work plan.

Work Plan

The Pepper Avenue project will consist of preparation of field surveys and mapping, Geometric Approval Drawings, and design for the project approval of the Plans, Specifications, and Estimate (PS&E) for the proposed roadway under Route 210, relocation of utilities and realignment of local access due to the proposed Pepper Avenue. Our proposed project approach is based on information provided by SANBAG, conversations with the City of Rialto and Caltrans Staff, and the procedures and requirements set forth in the Caltrans Project Development Procedures Manual (PDPM) and Highway Design Manual as well as our experience on similar projects, especially our experience on SANBAG led projects. The purpose, methodology and significant products of each task are discussed below. If necessary, the scope of services can be modified and tailored according to input provided by SANBAG during the contract process.

The following tasks outline the process for completing the design of this project.

Task 1.0 – Project Management/Coordination/Administration – Preliminary Engineering through PS&E Phase

Purpose: Provide overall project and financial management of the project, including client coordination, coordination with other agencies (i.e. Caltrans, FHWA, City of Rialto, San Bernardino County), monitor and review of the design for conformance with applicable standards, facilitating project delivery,

PROPOSAL PEPPER AVENUE INTERCHANGE AT ROUTE 210 - PS&E

tracking progress of the work to be performed, preparing monthly invoices and attending meetings, maintaining and monitoring a rigorous QA/QC program.

Methodology: DEA, through its Project Manager, will provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with the scope and requirements of SANBAG, City of Rialto, San Bernardino County, USACE, and Caltrans. We will provide support for coordination with other members of the project team and regulatory agencies impacted by the project. A detailed project schedule will be provided to SANBAG within ten days of notice to proceed. In addition a project action matrix will be developed to document all project decisions, and track the progress of the issues on the project.

A project kick-off meeting will be held as soon as possible after notice to proceed is issued to review project objectives and requirements, receive initial information from agencies, establish communication protocols and address other issues as necessary to ensure a successful project initiation. Thereafter, meetings, with SANBAG, the Cities and/or Caltrans will be conducted as necessary to discuss progress, schedule and resolve general project issues, obtain direction, exchange information, and to maintain the progress of the project. Team meetings will be held with SANBAG and Caltrans personnel to ensure satisfactory progress of the work. This proposal assumes a total of 5 meetings at SANBAG with the City of Rialto and Caltrans. The consultant will prepare the meeting minutes as required. Internal DEA design team meetings shall be held as necessary to coordinate design activities, review task assignments and progress, and identify issues to be resolved. In addition, the consultant will develop a monthly Project Status Report that summarizes significant events, milestones, and progress to date, anticipated problem areas, schedule, and upcoming significant events.

Within 30 days after NTP, DEA will submit a project specific Quality Control Plan to SANBAG. The quality control will define roles and responsibilities of all technical lead persons on the team, submittal schedule and processes, plans for QC on all submittals and QA audit procedure with a designated QA manager to serve through the life of the program.

Deliverables:

Project Schedule, Monthly Progress Reports, Monthly Invoices, Meeting Minutes, Quality Control Plan

PROPOSAL PEPPER AVENUE INTERCHANGE AT ROUTE 210 - PS&E

TASK 2.0 PRELIMINARY ENGINEERING AND VERIFICATION

TASK 2.1- DATA COLLECTION

Purpose: To obtain updated information of the project site that contributes to the successful completion of the Task 3.0 scope of services. Specifically, obtain information related to the environmental evaluation and any related mitigation measures that will be required for project implementation.

Methodology: DEA will develop a data request checklist to summarize the information needed for this phase of the work. At a minimum, DEA envisions the need to request from SANBAG one copy of the mainline contract documents for Segment 10 mainline construction. The certified right of way and easements limits for the interchange, including the adjacent detention basins at Highland Avenue, will be needed. In addition, DEA will coordinate with SANBAG construction personnel to obtain any design field changes associated within the project limits as a result of Contractor CCO's, utility relocation requirements, and resource agency permitting activities associated with the mainline construction. DEA personnel will make a one visit to the SANBAG construction office in Rialto to accomplish this coordination task. DEA will also request from SANBAG the final Segment 10 construction plans in Bentley Microstation DGN format. All of this information will be compiled to create the baseline existing condition from which the design phase effort will commence in Task 3.0.

Deliverables:

Data Request Checklist, Coordination Meeting w/SANBAG construction personnel

TASK 2.2 - COST ESTIMATES

Purpose: To provide a preliminary construction cost estimate of the proposed interchange improvements.

Methodology: DEA will prepare a preliminary construction cost estimate for the interchange improvements. Preliminary bid items for earthwork, pavement, drainage, traffic and specialty items will be itemized and quantified. It is assumed that the Caltrans District 8 estimating documentation will not be required at this phase of the project. Thus, a certification memo and unit bid price calculations will not be provided.

Deliverables:



DAVID EVANS
AND ASSOCIATES INC.

PROPOSAL PEPPER AVENUE INTERCHANGE AT ROUTE 210 - PS&E

Preliminary Construction Cost Estimate.

TASK 2.3 – RIGHT OF WAY VERIFICATION

Purpose: To provide a check to ensure that the proposed geometric features of the interchange improvements fall within the certified SR-210 right of way limits established for the SR-210 mainline construction. The original embankment slopes were given a design exception from the current 1:4 slope rate standard. Thus, there is a potential for a right of way conflict.

Methodology: DEA will evaluate the limits of the proposed right of way to ensure that the certified right of way limits are compatible with the proposed interchange geometrics and current Caltrans design standards. DEA will review the previously approved ramp profiles and determine the projected toe of slope for critical points along the interchange right of way. DEA will alert SANBAG of any potential right of way conflicts. DEA will not be responsible for the development of right of way requirement maps. The identification of easements and right of way is beyond the scope of this proposal.

Deliverables:

Communication on the validity of the certified right of way.

TASK 2.4- UTILITY VERIFICATION

Purpose: Verify the extent of existing utilities and utility relocations associated with the SR-210 utility certification and determine if potential conflicts with the proposed interchange improvements exists. Also, DEA will need to develop an understanding of the utility requirements of the City of Rialto Pepper Avenue project and their effect on the proposed interchange improvements.

Methodology: DEA will coordinate with the SANBAG construction staff to determine the relocation strategies and progress of utility owner's efforts in moving their facilities as part of the SR-210 mainline construction. This information will be compared against the utility record data for the purpose of verifying which utilities have been moved or abandoned, and which will remain within the limits of construction for the interchange improvements. DEA will also review the City of Rialto improvement plans for Pepper Avenue to ensure that the utility facilities associated with that project are identified. DEA will provide SANBAG with a written assessment of the disposition of the utility facilities within the limits of the interchange so that any facilities that may be in

PROPOSAL PEPPER AVENUE INTERCHANGE AT ROUTE 210 - PS&E

conflict can be coordinated with the owners for relocation activities. DEA will support this assessment with a utility conflict exhibit.

Deliverables:

Utility status update memorandum, Utility conflict exhibit

TASK 2.5 – CALTRANS GEOMETRIC REVIEW MEETING

Purpose: To obtain concurrence from Caltrans District 8 on the geometric design features of the interchange improvements.

Methodology: DEA will attend one meeting with SANBAG and Caltrans staff to review the interchange geometrics for concurrence with relevant highway design manual standards. DEA will provide technical support on behalf of SANBAG for issues pertaining to the interpretation of standards and their application. DEA will not be responsible for the preparation of the geometric design checklist or geometric design drawings for this meeting. It is our understanding that the interchange Geometric Approval Drawings (GAD's) were previously approved and this meeting will be to confirm that the previously approved GAD's are compatible with the constructed portion of the SR-210 mainline. It is not anticipated that the metric geometry will be converted to 2006 US customary units.

Deliverables:

Meeting Attendance, Meeting minutes and action items

TASK 2.6– METRIC VERIFICATION WITH CALTRANS

Purpose: To initiate a request and secure an exception for the interchange project to not use US customary units.

Methodology: DEA will provide SANBAG with technical assistance in the request to keep the interchange design documents in the metric format for the purpose of ensuring compatibility with the SR-210 mainline construction, survey data and construction staking. DEA will provide the initial coordination with Caltrans to identify the technical documentation needed to prepare the request. DEA will then provide SANBAG with the technical documentation in support of the formal request by SANBAG.

Deliverables:

Caltrans coordination, technical support documentation

PROPOSAL PEPPER AVENUE INTERCHANGE AT ROUTE 210 - PS&E

TASK 2.7 – VERIFICATION OF GEOTECHNICAL DESIGN REPORTS/MATERIAL REPORTS

Purpose: To evaluate the adequacy of the SR-210, Segment 10 mainline geotechnical investigations and Material Reports for use in the design of the interchange improvements.

Methodology: It is assumed that the mainline project geotechnical information is suitable for use in the design of the Pepper Avenue interchange project since these reports were reviewed and approved by Caltrans for construction. DEA will review the previously approved reports and compare them with information from SANBAG construction field staff with respect to actual conditions encountered in the construction of the SR-210 mainline and any criteria changes based upon those field conditions. Assuming that significant changes in the approved geotechnical criteria have not occurred, design of the interchange improvements will be based upon the geotechnical criteria and recommendations contained in the approved reports. The performance of a field investigation and subsequent laboratory testing is not within the scope of services of this proposal.

Deliverables:

None

SUBTASK 2.8 – VERIFICATION OF ADEQUACY OF HYDROLOGY AND DRAINAGE REPORT

Purpose: To evaluate and verify hydrology and drainage designs for the proposed interchange improvements.

Methodology: We will obtain available hydrologic and hydraulic information from the SANBAG, the County Flood Control District and Caltrans used as the basis for the project design. An assessment will be performed to ensure that the detention basin facilities adjacent to the interchange and Highland Avenue have been designed to address the increase in run-off associated with the construction of the interchange at Pepper Avenue. DEA will also coordinate with the City of Rialto to ensure that systems within their project are capable of accepting storm water run off from the interchange as well.

Deliverables:

None

PROPOSAL PEPPER AVENUE INTERCHANGE AT ROUTE 210 - PS&E

SUBTASK 2.9 - REVISED STORM WATER DATA REPORT

Purpose: Compliance with Regional Water Quality Control Board (RWQCB) standards for the investigation and implementation of design pollution and treatment Best Management Practices (BMP) for construction projects. Early identification and approval of BMP strategies, through the preparation of a Storm Water Data Report (SWDR), is a Caltrans requirement for all projects at each stage of the project development process.

Methodology: DEA will prepare a PS&E level SWDR in compliance with RWQCB and Caltrans requirements. DEA will evaluate through conversations with SANBAG construction staff the design, treatment and temporary construction BMP strategies already in place with the SR-210 mainline. The DEA report will seek to compliment the approved strategies by incorporating similar treatment types where needed, and/or utilize existing treatment strategies in place from the mainline construction. Five copies of the DEA prepared report will be submitted to SANBAG and Caltrans for review. Upon receipt of comments from each agency, DEA will finalize the SWDR for Caltrans signature. It is assumed that a PA/ED phase SWDR has been prepared or waived by Caltrans for this project. Thus, preparation of a SWDR for the PA/ED phase is not within the scope of this proposal.

Deliverables:

Draft SWDR, Final SWDR

TASK 3.0 - PREPARE DRAFT PLANS, SPECIFICATION, AND ESTIMATES

TASK 3.1 - 95% PLANS, SPECIFICATIONS, AND ESTIMATE

Purpose: To prepare the 95% plans, specifications, and estimate for the project.

Methodology: DEA will prepare 95% plans, specifications, and an estimate per Caltrans requirements for review by the SANBAG and Caltrans. The plans will include all the design and reports as outlined in the SANBAG's RFP, including the layouts, typical sections, grading, drainage, details, signing, striping, walls, and other components to be constructed for the project.

Design Reviews and Approval: It is assumed that the design elements will be submitted as one stand alone contract package and that the submittal will be subject to review by SANBAG, Caltrans and the City of Rialto. Comments from each stakeholder will be reviewed, discussed, and incorporated into the next Final PS&E submittal. Signature blocks for SANBAG, Caltrans and other stakeholders, will be added to the plans as appropriate.



DAVID EVANS
AND ASSOCIATES INC.

PROPOSAL PEPPER AVENUE INTERCHANGE AT ROUTE 210 - PS&E

Applicable Standards: Design plans will be prepared in accordance with applicable Caltrans or City standards, including the Caltrans CADD Users Manual and the Drafting and Plans manual of instructions. Symbols and legends will be compiled based on discussions with the City and Caltrans and presented for approval before commencing with detailed design.

Special Provisions: Caltrans standards and special provisions will be used for this project. It is anticipated that there will be substantial new language needed to address the technical nature of this project. To this end, we will compile and review special provisions used on SR-210 mainline project as a guide to achieve consistency. Where technological revisions are needed, we will prepare the appropriate language.

Estimates: Construction cost estimates will be submitted with the plan submittal. For the final submittal, a detailed breakdown by project component will be included.

Roadway Plans: DEA will produce full set of roadway improvement plans for the Pepper Avenue project, including layouts, profiles and sections of the proposed roadway. The roadway plans will also include improvements on Route 210 ramps as results of constructing the new interchange. A preliminary list of roadway plans is shown in the table below:

Plan	Plan Scale (Metric)
Title Sheet	N/A
Typical Cross Sections	N/A
Standard Plan List	N/A
Layout Plans/Key Map	1:500
Profile and Superelevation Plans	1:500H, 1:200V
Construction Details	1:200, Varies
Contour Grading & Drainage Layouts	1:500
Drainage Profiles, Details, &	1"=500H, 1"=200V,

PROPOSAL PEPPER AVENUE INTERCHANGE AT ROUTE 210 - PS&E

Quantities	Varies
Utility Plans	1:500
Construction Stage and Traffic Handling	1:500
Construction Area Signs	N/A
Pavement Delineation Plans & Quantities	1:500
Summary of Quantities	N/A
Sign Plans, Details & Quantities	1:500, Varies
Electrical – 3 Traffic Signals	1:200
Communication Plans	1:500
Lighting Plans	1:500

All plans, calculations, quantities and estimates will be developed in compliance with Caltrans standards and PS&E guideline that are applicable for the relevant elements of work. DEA will attend the Safety Committee review meeting during this phase. DEA will also compile SANBAG and Caltrans review comments of the 95% submittal.

Deliverables:

95% Plans, Specifications, and Estimate

SUBTASK 3.2 – FINAL PLANS, SPECIFICATIONS, AND ESTIMATE

Purpose: To prepare the 100% (Final) plans, specifications, and estimate for the project.

Methodology: DEA prepare 100% Plans, Specifications, and Estimate per Caltrans requirements for review and approval by SANBAG and Caltrans. All comments will be addressed from the 95% and incorporated into the 100% design. This task does not include preparation of the Attachment “A” for the office engineer, an electronic submittal of the PS&E package, CADD submittal

PROPOSAL PEPPER AVENUE INTERCHANGE AT ROUTE 210 - PS&E

certification, or letter to the Resident Engineer. It is assumed that these post design services, including the Project Engineer's Utility Certification, bid support services and construction support services will be addressed in a post design construction contract if one is needed and is not within the scope of this proposal.

Deliverables:

100% Plans, Specifications, and Estimate

Cost Proposal for the Pepper Avenue Plans, Specifications, and Estimate

Classifications			Principal	Project Manager / QC	Prof. Engineer	Prof. Land Surveyor	Civil Designer	Survey Analyst	CAD Designer	2-Man Survey Crew	Clerical
Average Direct Hourly Rate by classification			\$80	\$70	\$65	\$60	\$35	\$30	\$27	\$85	\$25
Task Descriptions	Number of Drawings	Hours per sheet	Estimated Hours per Task								
Project Management - PR/ED Phase	1	116	8	48	24						36
Preliminary Engineering and Verification											
Data Collection	1	10	4	4					2		
Cost Estimates	1	4	2	2							
Right of Way Verification	1	6	2	4							
Utility Verification	1	10	2	4					4		
Caltrans Geometric Review Meeting	1	14	2	2			4		4		2
Metric Verification with Caltrans	1	14	2	2			4		4		2
Verification of Adequacy of Geotechnical Report	1	14	2	2			4		4		2
Verification of Adequacy of the Drainage and Hydrology Report	1	14	2	2			4		4		2
Preparation of Revised Storm Water Data Report	1	96	2	8			48		36		2
Prepare Draft PS&E	81										
Title Sheet	1	9	1	2	2				4		
Typical Cross Sections	2	16	1	2	8				20		
Standard Plan List	2	8	1	2	4				8		
Keymap and Line Index	1	8	1	1			2		4		
Layouts	6	22	1	16	48				64		
Profiles and Superelevation Diagram	5	18	1	8	20		36		24		
Construction Details	3	39	1	12	24		32		48		
Contour Grading & Drainage Layouts	5	23	1	10	24		48		32		
Drainage Plans, Profiles, Details, and Quantities	10	21	1	20	48		88		48		
Edge Drain Plans and Quantities	0	#DIV/0!	0	0					0		
Utility Plans	6	18	1	8	36				48		12
Stage Construction and Traffic Handling Plans	6	20	1	12	24		48		36		
Pavement Delineation Plans & Quantities	8	25	1	12	24		88		72		
Summary of Quantities	4	20	1	8	20		36		16		
Sign Plans, Details, and Quantities	10	19	1	12	24		64		88		
Electrical Plans (3 Intersections)	4	55	1	20	48		88		64		
Communication Plans	6	18	1	12	16		36		40		
Specifications	1	62	2	24	36						
Estimate	1	29	1	12	16						
Prepare Final PS&E Package	81	4	2	32	64		88		120		24
SubTotal Hours by Classification	2456		49	303	510	0	718	0	794	0	82
SubTotal Direct Labor by Classification			\$3,920	\$21,210	\$33,150	\$0	\$25,130	\$0	\$21,438	\$0	\$2,050
SubTotal Overhead Costs by Classification			\$5,880	\$31,815	\$49,725	\$0	\$37,695	\$0	\$32,157	\$0	\$3,075
Subtotal Fee by Classification			\$980	\$5,303	\$8,288	\$0	\$6,283	\$0	\$5,360	\$0	\$513
TOTAL FEE BY CLASSIFICATION			\$10,780	\$58,328	\$91,163	\$0	\$69,108	\$0	\$58,955	\$0	\$5,638

Profit = 10%

DEA Overhead Rate = 150.00%

Total Labor = \$293,972

Other Direct Costs at 2% of total Labor = \$5,879

TOTAL DEA FEE = \$299,851

This cost proposal is submitted in response to SANBAG's request for the subject project. The supporting Scope of Work for this proposal will be provided upon request to negotiate for a contract to provide these services. This proposal is an estimate of the services and is subject to refinement upon the results of the negotiation.

Richard A. Hart

Richard A. Hart, PE

Vice President



**DAVID EVANS
AND ASSOCIATES INC.**

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 12

Date: January 18, 2007

Subject: Cooperative Agreement No. R07152 with SE I-215, L.P. and HSB I-215, L.P. (Hillwood) for the State Street/University Parkway Grade Separation Project.

Recommendation:* Approve Cooperative Agreement No. R07152 with SE I-215, L.P. and HSB I-215, L.P. for the Street/University Parkway Grade Separation which would result in receiving an estimated \$140,000 as detailed in the Financial Impact Section. TN 87107000

Background: This is a new cooperative agreement. SE I-215, L.P. and HSB I-215, L.P., California limited partnerships jointly referred to as HILLWOOD, are developing a large vacant land parcel in the City of San Bernardino south of I-215 along University Parkway. The alignment of the new State Street/University Parkway Grade Separation project which SANBAG will start construction on this year passes through this parcel. SANBAG staff has coordinated design efforts and construction plans with HILLWOOD staff and the City of San Bernardino so that the proposed HILLWOOD development and the State Street/University Parkway Grade Separation project, which are occurring concurrently, are compatible.

This agreement specifies elements both SANBAG and HILLWOOD will implement to facilitate each project's construction. HILLWOOD is dedicating the required Grade Separation right of way to the City of San Bernardino and granting SANBAG all temporary construction easements required for the project at no cost to SANBAG. They are also agreeing to reimburse SANBAG for the construction cost to include a new traffic signal on University Parkway and the HILLWOOD site entrance into the State Street/University Parkway construction plans. The design of this signal has already been paid directly by HILLWOOD.

*

Approved
Major Projects Committee

Date: January 18, 2007

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

SANBAG agrees to construct a retaining wall at the base of the north side bridge abutment to facilitate HILLWOOD parking area and will construct a secondary/emergency access road for their site as part of the work included in the Grade Separation construction plans. SANBAG will also agree to maintain site access for HILLWOOD during the Grade Separation construction.

Financial Impact: The agreement provides that HILLWOOD will reimburse SANBAG for the construction cost of a new signal at their site entrance. The estimated cost for the signal work is \$140,000. The construction of the State Street/University Parkway project is funded by Traffic Congestion Relief Program funds. The receivable for Fiscal Year 2006/07 is consistent with SANBAG's adopted Fiscal Year 2006/07 budget. TN 87107000

Reviewed By: This item will be reviewed by the Major Projects Committee on January 18, 2007.

Responsible Staff: Darren Kettle, Director of Freeway Construction

SANBAG Contract No. R07152

by and between

San Bernardino County Transportation Authority

and

SE-I-215, L.P. and HSB I-215, L.P.

for

Cooperative Agreement for State Street/University Parkway Grade Separation Project

FOR ACCOUNTING PURPOSES ONLY				
<input type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input type="checkbox"/> Original	
<input checked="" type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment	
Notes: Cooperative Agreement specifies reimbursement for new signal installation				
Original Contract:	\$ <u>140,000.00</u>	Previous Amendments Total:	\$ _____	
		Previous Amendments Contingency Total:	\$ _____	
Contingency Amount:	\$ _____	Current Amendment:	\$ _____	
		Current Amendment Contingency:	\$ _____	
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →			\$ <u>140,000.00</u>	
↓ Please include funding allocation for the original contract or the amendment.				
<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
<u>871CZZ09</u>	<u>5553</u>	<u>SE I-215, L.P., & HSB</u>	_____	<u>\$ 140,000</u>
		<u>I-215, L.P.</u>		
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>2/7/07</u>		Contract Start: <u>2/7/09</u>	Contract End: <u>8/2/09</u>	
New Amend. Approval (Board) Date: _____		Amend. Start: _____	Amend. End: _____	
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? <u>871</u>				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private	<input type="checkbox"/> Non-Local	<input type="checkbox"/> Local	<input type="checkbox"/> Partly Local
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____%				
Task Manager: Darren Kettle		Contract Manager: Dennis Saylor		

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: R07152-das.doc

CONTRACT R07-152

COOPERATIVE AGREEMENT

BETWEEN

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY/
SAN BERNARDINO ASSOCIATED GOVERNMENTS**

AND SE I-215, L.P. and HSB I-215, L.P.

FOR THE

STATE STREET/UNIVERSITY PARKWAY GRADE SEPARATION PROJECT

This Cooperative Agreement is made and entered into this 7th day of February, 2007 (herein referred to as AGREEMENT), by and between SE I-215, L.P., a California limited partnership and HSB I-215, L.P., a California limited partnership (herein collectively referred to as HILLWOOD), and the San Bernardino County Transportation Authority/San Bernardino Associated Governments (herein referred to as SANBAG). This AGREEMENT defines specific SANBAG and HILLWOOD tasks and responsibilities for the development and construction of the State Street/University Parkway Grade Separation Project (herein referred to as the PROJECT).

Witnesseth

WHEREAS, the PROJECT consists of constructing the State Street/University Parkway Grade Separation Project which improves traffic circulation in this area of the City of San Bernardino and adjacent unincorporated San Bernardino County; and

WHEREAS, the PROJECT generally begins at Hallmark Parkway at the north and extends south along a new alignment southeast of the existing road alignment across the BNSF railroad tracks in order to grade separate the roadway and railroad and yet minimize impacts to existing right of way and facilities, such as the high pressure Department of Water Resources water line in existing University Parkway right of way; and

WHEREAS, there will be interfaces and impacts between construction of the PROJECT and concurrent development by Hillwood at their property located east of the road alignment north of the BNSF railroad tracks (the HILLWOOD PROPERTY); and

WHEREAS, both SANBAG and HILLWOOD intend to work together in a cooperative manner in every respect toward completing the design and construction of a quality PROJECT; and

WHEREAS, the purpose of this AGREEMENT is to define the project roles and responsibilities for both HILLWOOD and SANBAG; and

R07152-DAS
JN 871

WHEREAS, both parties agree to the concept and purpose of the PROJECT.

Therefore, both SANBAG and HILLWOOD agree to the following:

1. PROJECT costs and responsibilities are to be divided between SANBAG and HILLWOOD as further described below.
2. SANBAG shall provide a design consultant and be responsible for the full cost of the PROJECT design, except for the design related to a new signal at University Parkway and Interchange Drive as detailed below. The PROJECT design will include preparation of plans, specifications, quantity calculations and cost estimates. The PROJECT design will be prepared using English units. The PROJECT design will be prepared using the standard drawing format for the City of San Bernardino. The PROJECT design will also include preparation of design surveys.
3. Both SANBAG and HILLWOOD shall be responsible for attending and participating in design meetings related to the PROJECT. SANBAG and HILLWOOD shall each be responsible for their own fees and the costs of staff time through the completion of the PROJECT construction.
4. A new traffic signal at University Parkway and Interchange Drive will be installed as a part of this PROJECT. HILLWOOD shall be responsible for all costs for design and construction of this new signal. HILLWOOD shall retain a design consultant and be responsible for the preparation of construction drawings and specifications for this signal. Upon approval by the City of San Bernardino, the signal plans and specifications will be added to the PROJECT construction documents. When the PROJECT goes out to bid, a separate bid item for items related to this signal will be identified such that bidders will separately bid the construction costs of this signal. The PROJECT will be awarded to the contractor with the lowest overall bid, regardless of the specific bid item cost for the signal. This signal can be deleted from the PROJECT construction package if HILLWOOD determines the signal bid item cost of the lowest overall bidder is unacceptably high. SANBAG shall invoice HILLWOOD for the signal cost upon progress and final billings from Contractor. HILLWOOD shall reimburse this cost to SANBAG within 30 days of receiving this invoice. Any and all costs of Contractor Change Orders affecting the signal shall be reimbursed to SANBAG by HILLWOOD. SANBAG shall invoice HILLWOOD for any Contractor Change Order costs for the signal within 60 days of PROJECT completion. HILLWOOD shall reimburse this cost to SANBAG within 30 days of receiving this invoice, provided that HILLWOOD has approved any such Contractor Change Order, such approval not to be unreasonably withheld.
5. The right of way line defining the boundary between the HILLWOOD PROPERTY and the PROJECT is shown on Exhibit "A" to this AGREEMENT along with anticipated temporary construction easements and access routes. Any additional temporary construction easements reasonably needed for the

PROJECT by either HILLWOOD or SANBAG during the course of this PROJECT shall be provided by either party at no cost to the other. HILLWOOD shall dedicate a right of way as required by the City of San Bernardino under a separate development agreement (or shall convey such future right-of-way to the Redevelopment Agency of the City of San Bernardino, California for dedication to the City of San Bernardino).

6. SANBAG, as part of the PROJECT and at no cost to HILLWOOD, will provide an emergency vehicle access road extending from University Parkway opposite Interchange Drive along the west side of the new PROJECT alignment, under the new bridge, and extending to the HILLWOOD right of way line. The conceptual plan for this road is shown on Exhibit "B" to this AGREEMENT. This road will be gated off of State Street and at the HILLWOOD property line. The road will be capable of supporting emergency vehicles, specifically San Bernardino City fire trucks.
7. SANBAG, as part of the PROJECT and at no cost to HILLWOOD, will provide a retaining wall along the eastern embankment adjacent to the HILLWOOD PROPERTY boundary line on the north side of the railroad tracks as required for the proposed site grading. It is currently estimated the height of this wall will be a maximum of eight feet and extend for approximately 350 feet. HILLWOOD will provide any temporary construction area required for SANBAG's contractor at no cost to SANBAG. This wall and the approximate grading are shown on Exhibit "C" to this AGREEMENT.
8. The PROJECT design and construction will ensure adequate access to the HILLWOOD PROPERTY for HILLWOOD, tenants, successor owners and contractors during construction (subject to Acts of God and occurrences beyond SANBAG's control). Proposed access roads are shown on Exhibit "D" to this AGREEMENT. During construction of PROJECT, HILLWOOD's access will be maintained except as agreed upon by both HILLWOOD and SANBAG for possible temporary closures.
9. SANBAG, as part of the PROJECT and at no cost to HILLWOOD, will provide standard street lighting as required along University Parkway along the HILLWOOD PROPERTY. In addition, wrought iron fencing will be provided along the right of way line extending from the bridge over the BNSF railroad tracks to the northern end of the HILLWOOD PROPERTY along University Parkway.
10. SANBAG, and their officers, employees (past and present), agents, and representatives, including Fluor Daniel, Inc., shall be named as additional insureds on the liability insurance policy of the PROJECT construction contractor. HILLWOOD, its officers, agents, representatives, partners and employees shall be named as additional insureds on the liability insurance policy of the construction contractor.
11. Neither SANBAG nor any officer, employee, or agent thereof is responsible for any damage or liability occurring by reasons of anything done or omitted to be

done by HILLWOOD under or in connection with any work, authority or jurisdiction delegated to HILLWOOD under this AGREEMENT. It is understood and agreed that HILLWOOD shall fully defend, indemnify and save harmless SANBAG, all officers, employees, and agents from all claims, suits or actions of every name, kind and description brought for or on account of injury occurring by reasons of anything done or omitted to be done by HILLWOOD under or in connection with any work, authority or jurisdiction delegated to HILLWOOD under this AGREEMENT.

12. Neither HILLWOOD nor any officer, employee, partner or agent thereof is responsible for any damage or liability occurring by reasons of anything done or omitted to be done by SANBAG under or in connection with any work, authority or jurisdiction delegated to SANBAG under this AGREEMENT. It is understood and agreed that SANBAG shall fully defend, indemnify and save harmless HILLWOOD, all officers, employees, and agents from all claims, suits or actions of every name, kind and description brought for or on account of injury occurring by reasons of anything done or omitted to be done by SANBAG under or in connection with any work, authority or jurisdiction delegated to SANBAG under this AGREEMENT.
13. SANBAG and HILLWOOD agree to work cooperatively to solve any issues that develop during the design, environmental, right of way, and construction phases of the PROJECT. Both parties agree to respond to issues in a timely manner, so as not to interfere with the progress of the PROJECT. Each party shall bear their own costs in relation to carrying out the matters specified herein unless otherwise specified.
14. Amendments to this AGREEMENT may be incorporated to this AGREEMENT as mutually agreed to in writing by both HILLWOOD and SANBAG.
15. This AGREEMENT shall terminate upon 6 months after project completion.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first set forth above:

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY:**

By: _____
Dennis Hansberger
President, SANBAG Board of
Directors

Date: _____

**APPROVED AS TO FORM AND
PROCEDURE:**

By: _____
Jean-Rene Basle
SANBAG Counsel

Date: _____

HSB I-215, L.P.,
a California limited partnership

By: HSB GP, LLC,
a California limited liability
company,
Its general partner

By: HGI GP, LLC,
a Texas limited liability company,
its sole member

By: HGI Group, L.P.,
a Texas limited partnership,
its sole member

By: Hillwood Associates, L.P.,
a Texas limited partnership,
its general partner

By: Hillwood Development
Company, LLC,
a Texas limited liability company,
its general partner

By: _____

Name: _____

Title: _____

Date: _____

SE I-215, L.P.,
a California limited partnership

**APPROVED AS TO LEGAL FORM
BY HILLWOOD:**

By: HSB GP, LLC,
a California limited liability
company,
Its general partner

By: _____
Name: _____
Title: _____

By: HGI GP, LLC,
a Texas limited liability company,
its sole member

Date: _____

By: HGI Group, L.P.,
a Texas limited partnership, its sole
member

By: Hillwood Associates, L.P.,
a Texas limited partnership,
its general partner

By: Hillwood Development
Company, LLC,
a Texas limited liability company,
its general partner

By: _____
Name: _____
Title: _____

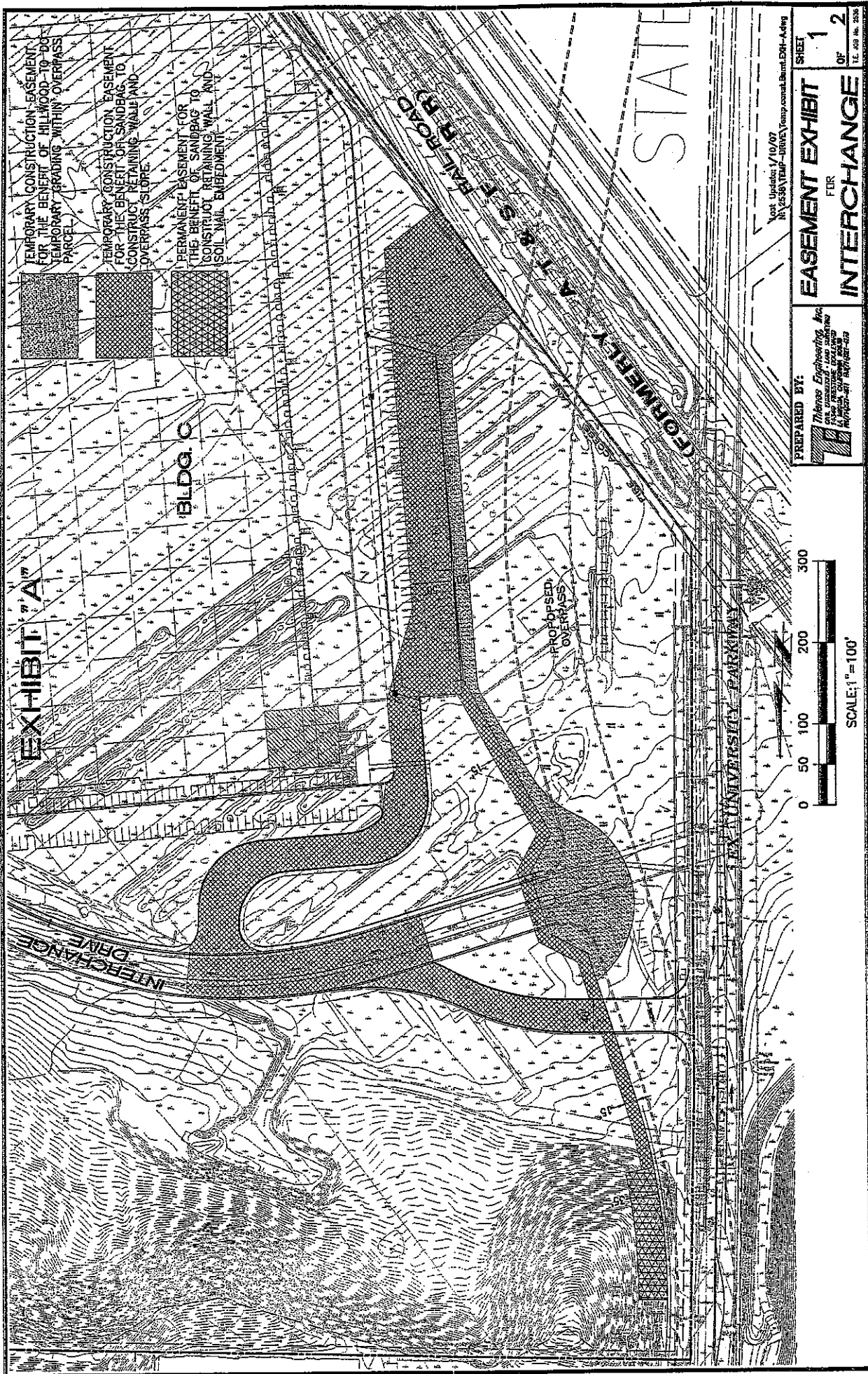
Date: _____

EXHIBIT "A"

CONTRACT NO. R07-152

STATE STREET/UNIVERSITY PARKWAY GRADE SEPARATION

**RIGHT OF WAY LAYOUT AND TEMPORARY EASEMENTS AND
ACCESS ROUTES**



Next Update: 1/10/07
 IN 2338 (TEMP-DRIVE) Temp. Const. Dist. DMI-A-06g

PREPARED BY: **Thomson Engineering, Inc.**
 1100 N. W. 10th Ave., Suite 100
 Fort Lauderdale, FL 33304
 TEL: 954.331.1000 FAX: 954.331.1001

EASEMENT EXHIBIT
 FTR

INTERCHANGE

SHEET **1** OF **2**
 T.E. 002 IN. 2538

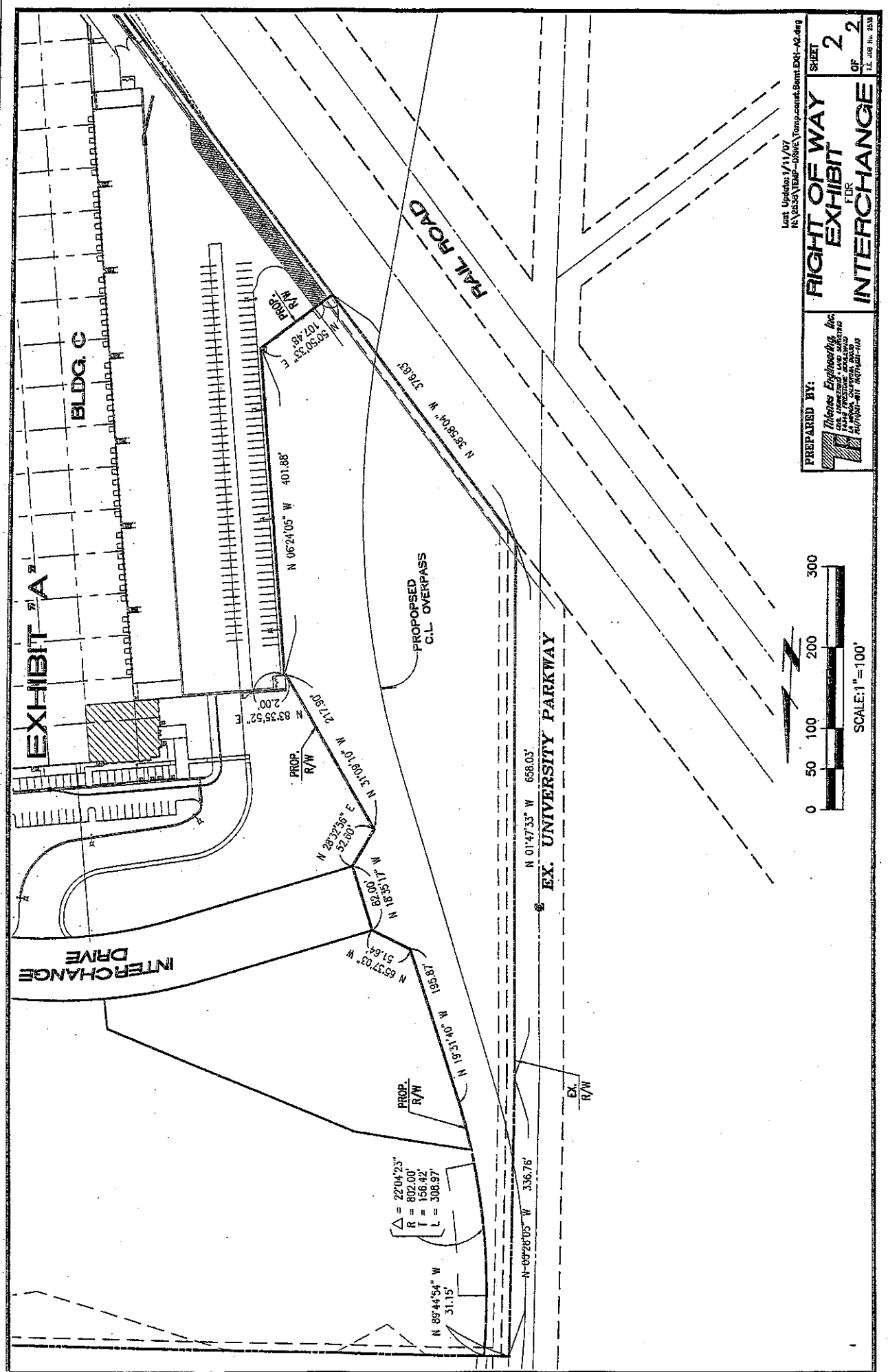
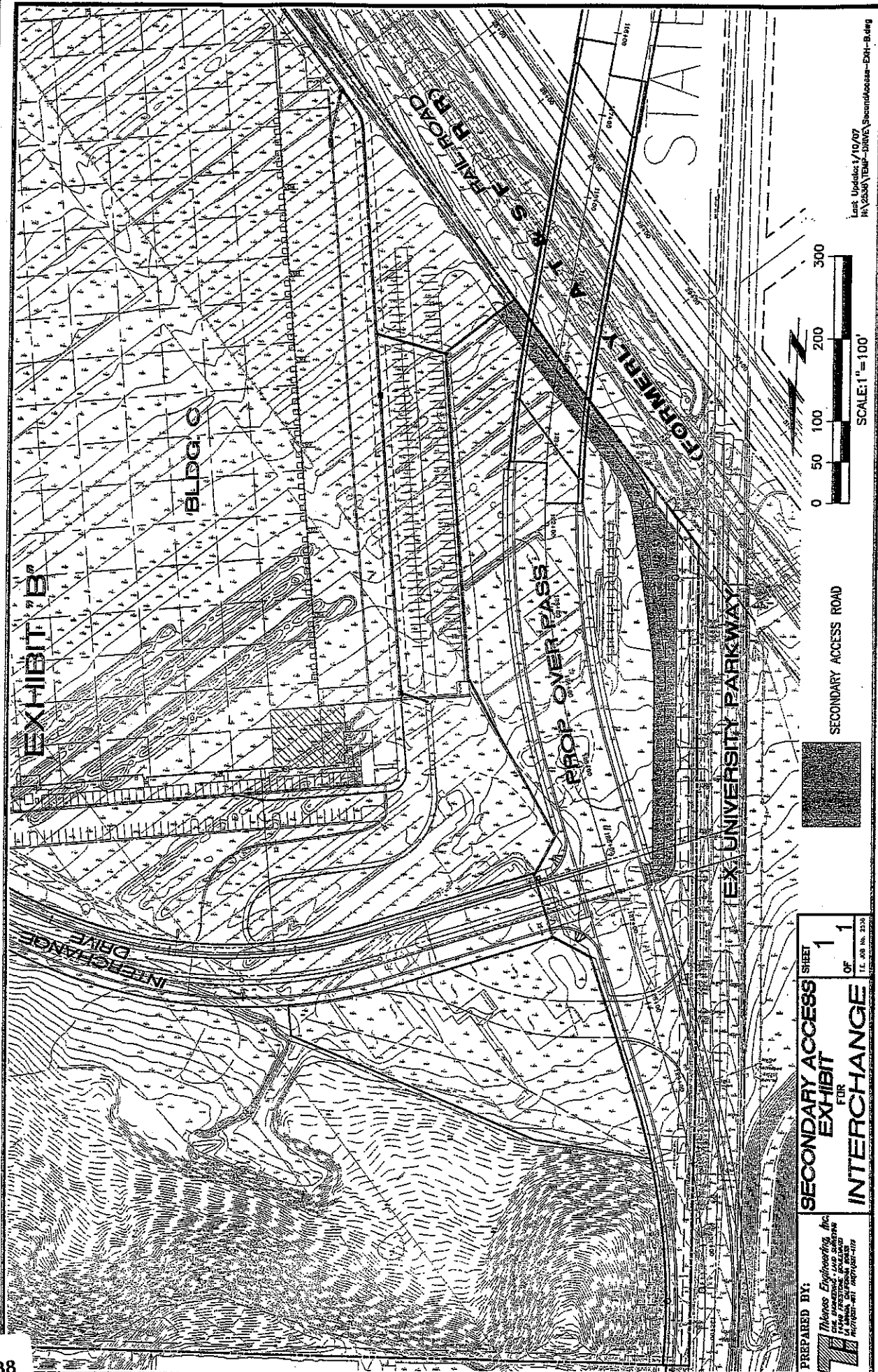


EXHIBIT "B"

CONTRACT NO. R07-152

**STATE STREET/UNIVERSITY PARKWAY GRADE SEPARATION
PROJECT**

CONCEPTUAL ACCESS ROAD GRADING



PREPARED BY:
 Thomas Engineering, Inc.
 1000 S. GATEWAY BLVD.
 SUITE 200
 ANAHEIM, CA 92805
 TEL: 714/938-1111

SECONDARY ACCESS EXHIBIT INTERCHANGE

SHEET **1** OF **1**
 T.E. 408, 10, 23/05

Last Updated: 1/10/07
 BY: J. Y. YOUNG - J. Y. YOUNG - J. Y. YOUNG - J. Y. YOUNG

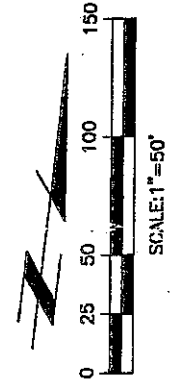
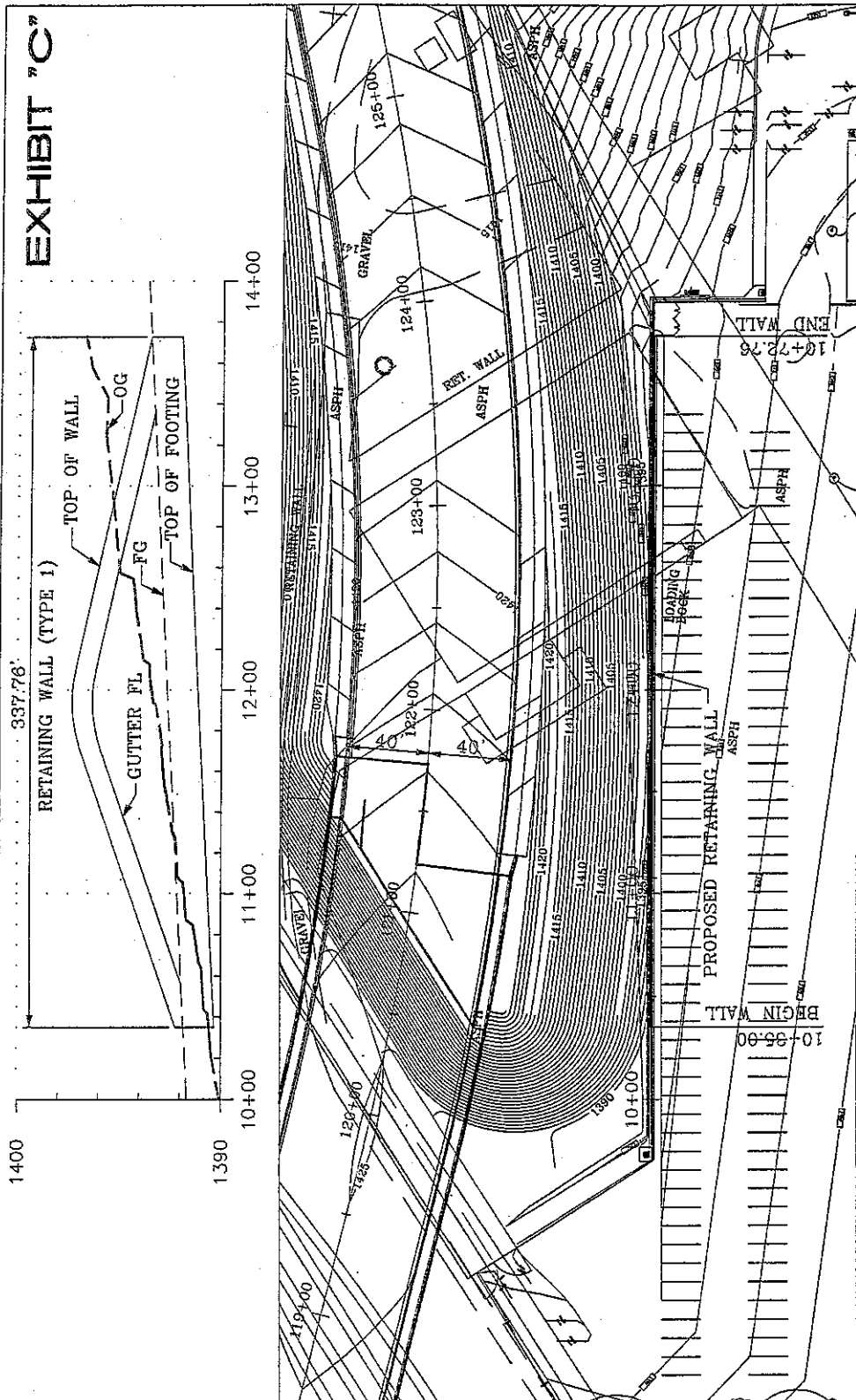
EXHIBIT "C"

CONTRACT NO. R07-152

**STATE STREET/UNIVERSITY PARKWAY GRADE SEPARATION
PROJECT**

RETAINING WALL EXHIBIT

EXHIBIT "C"



PREPARED BY: Thiessen Engineering, Inc. 11111 111TH AVENUE, SUITE 111 DENVER, CO 80231 PHONE: 303.751.1111	PROP. RETAINING WALL EXHIBIT FOR INTERCHANGE		SHEET 1 OF 1
	L.S. JOB NO. 2336 Last Update: 1/10/07 N:\2336\TEMP-DRIVE\RetainingWall-EXH-C.dwg		

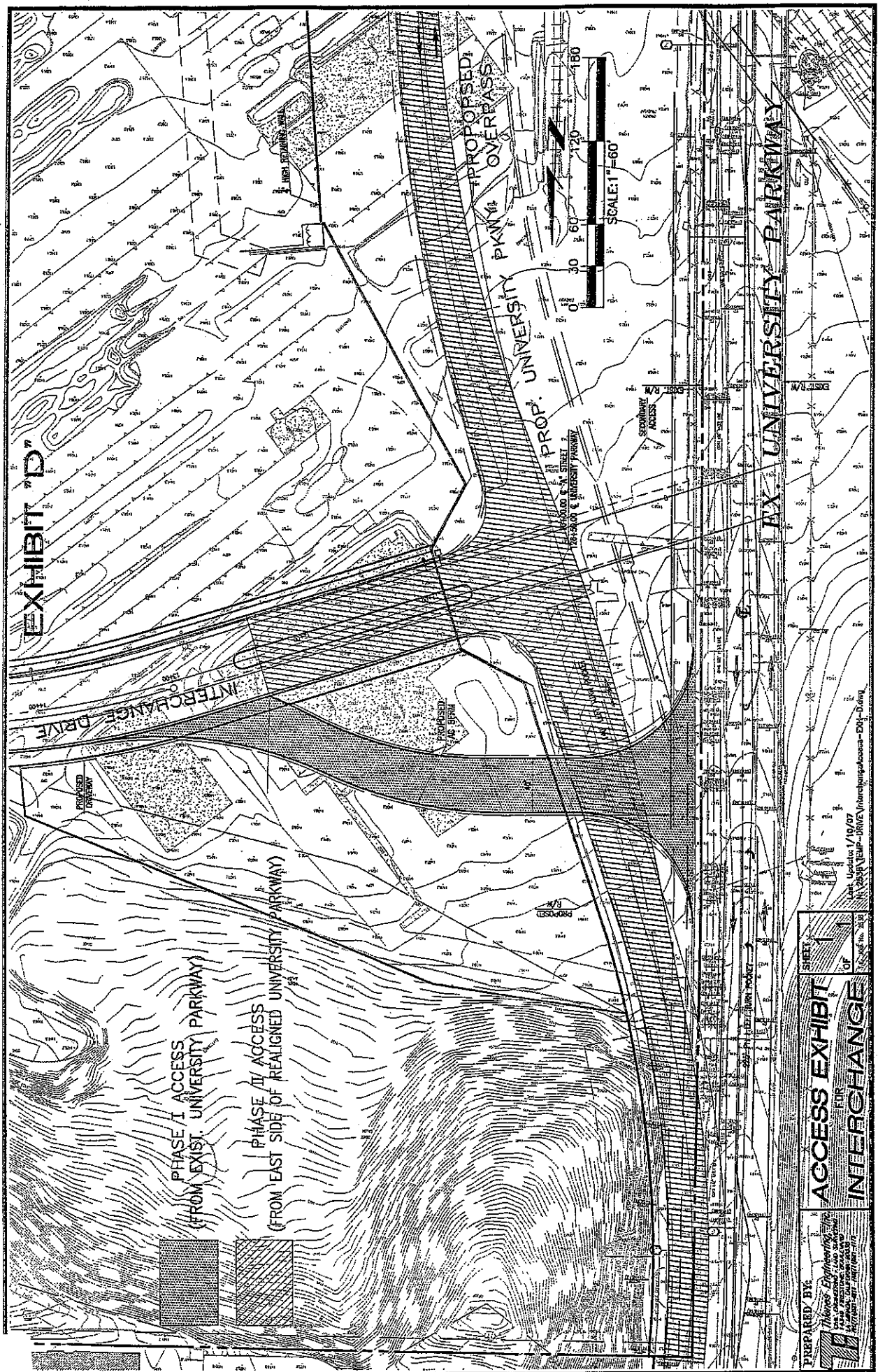
EXHIBIT "D"

CONTRACT NO. R07-152

**STATE STREET/UNIVERSITY PARKWAY GRADE SEPARATION
PROJECT**

HILLWOOD ACCESS ROADS

EXHIBIT "D"



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 13

Date: January 18, 2007

Subject: FY08 Federal Appropriations Process and Project Nominations

Recommendation:* Approve of a strategy and solicit projects for FY08 Federal Appropriations Process.

Background: San Bernardino Associated Governments (SANBAG) is guided by its board approved legislative platform to seek legislative remedies for transportation policy and funding of transportation infrastructure projects. Additionally, in terms of securing federal funds for major projects within San Bernardino County, SANBAG adopts a list of projects seeking money through the annual appropriations process. In the past, SANBAG's strategy entailed a geographic approach concentrated on interchanges and highways, grade separations and transit projects in accordance to congestion relief needs. The result of this strategy provided small amounts of federal funds for a number of projects.

The passage of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), a multi-year authorization measure, modified the climate for securing federal funds for major transportation projects. Due to the number of earmarks authorized by SAFETEA-LU, the appropriations process for additional earmarks is much more competitive now and there is a clear

Approved
Major Projects Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

push to promote completion of a transportation system rather than individual projects. Bearing in mind this shift, SANBAG might be in a better position to compete for limited federal funds by targeting large regional projects requiring a larger share of federal funding, which rallies the support of the entire Congressional Delegation representing San Bernardino County.

The following items are intended to promote discussion on SANBAG's future strategy for new legislative initiatives.

Policy Considerations and Alternatives:

- 1) Seek Funding for All Projects. As in the past, SANBAG may adopt a strategy to continue its current strategy for acquiring federal funds for all major transportation projects within San Bernardino County. The benefit to this approach is that every Board member can report to their respective jurisdictions that federal funds are being sought on such projects. The pitfalls of this strategy includes the amount of time it takes build up enough funding to complete a given project, the process to receive funding is fragmented, and allowable timeframes to utilize such funding may not coincide with the project delivery schedule.
 - Last year, newspaper articles cited that the House Appropriations Committee required representatives to better prioritize funding requests. In the coming year, it will be especially important for SANBAG to clearly communicate funding needs that benefit the regional as a whole.
- 2) Seek Funding for Single Large Corridor Project. With a focus on a single, large-scale project of regional importance, SANBAG's federal funding request strategy might concentrate on major projects along a mainline corridor. The single, large-scale corridor project may change from year to year and aim to complete corridors to alleviate congestion and/or promote goods movement. While this strategy will only seek funds for a single, large-scale corridor project for a given fiscal year, federal funds received might significantly reduce the need to utilize measure funds on a given project and thus measure funds can be used to complete other critical projects within San Bernardino County. Foreseeable benefits to implementing this strategy includes securing a larger share of federal

funds a major projects and providing an opportunity to leverage state, federal and local funds to the highest degree possible. On the flip side, this approach would require SANBAG to be more competitive.

- To successfully implement this strategy, SANBAG will need to assess the amount of effort, commitment and resources this new strategy will require. Additionally, SANBAG will need to reach outside of the agency in a more aggressive manner to gain the support of the business community and other community stakeholders. Currently, SANBAG has one staff person focused on both the state and federal legislative strategy. Having adequate resources to assist board members effectively communicate this strategy and gain the support of Congress and the business community will be a key element to implementing this approach.

Financial Impact: The recommended action is consistent with the SANBAG 2006-2007 Fiscal Year Budget.

Reviewed By: This item is scheduled for review by the Administrative Committee on January 17, 2007, by the Plans and Programs Committee on January 17, 2007, by the Major Projects Committee on January 18, 2007 and by the Mountain/Desert Committee on January 19, 2007.

Responsible Staff: Jennifer Franco, Director of Intergovernmental and Legislative Affairs

**SANBAG PROJECT LIST SUMMARY
FY2007 APPROPRIATIONS – MASTER LIST**

Congressional District	Project	Amount Requested
Lewis	Needles Highway	\$10 million
Lewis	MBTA Intercity Transfer Center	\$1.5 million
Lewis/McKeon	HDC Development and Interchange	\$5 million
Lewis/McKeon	La Mesa Nisqualli/Interstate 15 Interchange	\$5 million
Lewis/McKeon	Eucalyptus/Interstate 15 Interchange	\$2 million
McKeon	Lenwood Avenue/Cajon Branch Line Improvements to a Grade Crossing	\$3 million
McKeon	Victor Valley Transit Facility	\$5 million
Dreier	San Bernardino Line Double Track	\$2 million
Dreier	Base Line/I-15 Interchange	\$1.5 million
Dreier	Omnitrans Mid-Valley Transit Facility – Paratransit Phase	\$9 million
Dreier	SCRRA/Metrolink Sealed Corridor	\$5 million
Baca	Cherry Avenue/Interstate 10 Freeway Interchange	\$3 million
Baca	Vineyard Avenue/Alhambra Branch Line Grade Separation	\$3 million
Baca	San Bernardino Intermodal Transit Center	\$4 million
Baca	Palm Ave./BNSF Railroad Grade Separation	\$5 million

Total Funding Request: \$64 million

Highway/Road Projects: 6

Alameda Corridor East Projects: 3

Rail Safety: 1

Transit Projects: 5

**SANBAG PROJECT LIST BY CONGRESSIONAL DISTRICT
FY2007 APPROPRIATIONS**

Needles Highway

\$10 million – Federal Lands Program (Lewis)

Needles Highway is primarily a two-lane rural highway that runs north and south between the City of Needles and Laughlin, Nevada. Improvements to the highway are necessary for improved motorist safety, to reduce road flooding and wash-outs. The state of Nevada is contributing to this project and SANBAG has allocated \$3 million of Surface Transportation Program formula funds to the project. The project is included in the SANBAG Comprehensive Transportation Plan. The project cost is estimated at \$30.5 million.

High Desert Corridor (HDC) Development and Interchange Improvements (Phase I)

\$5 million (Lewis/McKeon)

The Antelope and Victor Valleys continue to experience explosive population growth, deficient highway infrastructure, and impacts from truck related goods movement that bypass the Los Angeles areas more congested freeways. To address these concerns and to serve as a linkage between the valley's two regional airports, a High Desert Corridor running from Palmdale (Los Angeles County) to U.S. 395 (San Bernardino County) is in its planning and development phase along various segments.

HDC Interchange improvements are the first phase of a new highway linking the Victor Valley in San Bernardino County, California, with the Antelope Valley in Los Angeles County, California. This first phase will provide new freeway access from the I-15 freeway to U.S. 395 and will provide new highway access to Southern California Logistics Airport (formerly George Air Force Base). The airport is a 5,000-acre facility which is currently operational and can handle cargo 24 hours a day, 365 days a year, with business units that include aircraft maintenance, manufacturing and distribution, flight training, defense programs, and flight testing. This project will enhance plans to expand the multi-modal capability for goods movement, with the added benefit of ultimately creating 10,000 jobs. SANBAG requests \$3 million for costs associated with planning and design implementation for Phase I.

Additionally, with the passage of SAFETEA-LU, the HDC corridor was designated as E-220 with no funding component. SANBAG requests \$2 million for costs associated with project development including, project approvals and environmental document preparation for the segment connecting Victor Valley and Antelope Valley.

La Mesa/Nisqualli/Interstate 15 Interchange

\$5 million (Lewis/McKeon)

This project connects La Mesa Road and Nisqualli Road by constructing an over-crossing and interchange connection to Interstate 15 at what has become the urban/commercial core of the Victor Valley and provide an improved east-west corridor from the Town of Apple Valley. The interchange will serve as a conduit across the freeway and help disperse traffic from existing interchanges at Bear Valley Road and Palmdale Road that were not constructed to accommodate the massive population growth and commercial development that has occurred in the Victor Valley in past decade.

Eucalyptus/Interstate 15 Interchange

\$2 Million (Lewis/McKeon)

This project provides an important interchange with Interstate 15. Currently, the interchanges at Main Street and Bear Valley Road, separated by four miles, are the only interchanges that serve the City of Hesperia. The lack of access for this rapidly growing area causes massive congestion not only on Main Street and Bear Valley Road, but traffic also backs up on Interstate 15 while trying to exit the freeway, creating unsafe driving conditions on the freeway.

MBTA Intercity Transfer Center

\$1.5 million (Lewis)

The Morongo Basin Transit Authority (MBTA) proposes the future Town of Yucca Valley Intercity Transfer Center. This Transfer Center will be a safe and convenient place, featuring modern transit amenities such as shelters, informational kiosks, bike racks, and ADA accessibility, allowing our customers to easily and safely change buses with not only our agency, but with other connecting transportation providers. The facility will be a tremendous improvement over the current situation where customers transfer buses in an open, congested parking lot at the fringe of a shopping center.

San Bernardino Line Double Track

\$2 million (Dreier)

As a member of the Southern California Regional Rail Authority, the agency operating the Metrolink commuter rail service, SANBAG shares a request with Metrolink for \$2 million to fund the *design* costs to “double-track” the Metrolink rail line between *Pomona and San Dimas*.

Base Line/I-15 Interchange

\$1.5 million (Dreier)

The Base Line/I-15 interchange is located just North of I-15/Foothill Blvd. interchange – the most congested segment of I-15 between I-10 and Las Vegas. Current planned improvements include two (2) new bridge structures for the southbound on/off ramps and constructing a loop ramp for westbound Base Line Road to southbound I-15. The project includes the replacement of the existing East Avenue overhead structure located north of the interchange widening Base Line Road to provide (2) two left turn lanes for eastbound Base Line to the northbound I-15. The total estimated project cost is \$29.5 million, which includes \$18.9 million in project costs without right-of-way acquisition.

Omnitrans Mid-Valley Transit Facility – Paratransit Phase

\$9 million (Dreier)

Omnitrans is requesting funding for the Paratransit Phase of the Mid-Valley Operating and Maintenance Facility. Omnitrans currently operates its West Valley Paratransit Operation out of a leased facility in Rancho Cucamonga. This leased facility is inadequate as the paratransit vehicles are unable to refill at this site and at capacity can only house 60 vehicles. Refilling off-site takes time away from serving our patrons and with minimum capacity leaves no room for any expansion service.

The new site, also located in Rancho Cucamonga on property already owned, will accommodate 100 paratransit vehicles, paint & body, parts storage, fuel islands, bus wash building, and over 400,00 sq. ft of vehicle parking for paratransit and fixed route vehicles. It is anticipated that this facility will meet Omnitrans needs for the next 30 years.

SCRRA/Metrolink Sealed Corridor

\$5 million (Dreier)

Although SCRRA/Metrolink and its member agencies have continuously implemented grade crossing improvements, crossing closures and aggressive education programs since 1991, there has never been sufficient funding for a coordinated corridor-wide approach. A "sealed corridor" approach takes an entire corridor segment and treats it as one project.

A sealed corridor is more effective than applying enhancements on a crossing-by-crossing basis and builds on the original concept developed by the North Carolina Department of Transportation for their rail corridor between Raleigh and Charlotte in 1994. SCRRA/Metrolink is requesting funding for a sealed corridor on the full length of San Bernardino Line, which runs 56.5 miles. The total cost of the project is \$28.25 million.

Cherry Avenue/Interstate 10 Freeway Interchange

\$3 million (Baca)

This request is for federal funds in the amount of \$3 million to partially fund construction costs to replace the Cherry Avenue/Interstate 10 interchange. This interchange currently has the single greatest amount of vehicular delay of any interchange within the 43rd Congressional District and is the primary interchange from the I-10 serving heavy industrial areas of Fontana, Ontario, San Bernardino County, several high volume truck stops and the California Speedway.

Vineyard Avenue/Alhambra Branch Line Grade Separation

\$3 million (Baca)

This request is for federal funds for a rail line/highway grade separation project. The project includes the design, engineering, and environmental document preparation for an Alameda Corridor East rail line/highway grade separation on the Alhambra Branch Line at Vineyard Avenue in the City of Ontario.

San Bernardino Intermodal Transit Center

\$4 million (Baca)

Omnitrans is planning a new Intermodal Transit Center (transcenter) at "E" Street and Rialto Avenue in downtown San Bernardino. The proposed transcenter will provide a single transfer point for Omnitrans bus routes serving the downtown area, as well as connections to the proposed Bus Rapid Transit (sbX) system, Metrolink, and other transit agencies serving the downtown area. Once completed, the transcenter will provide a centralized point for riders and operators to congregate. The benefit of this facility is that it will eliminate friction between businesses, passengers, and automobile traffic thereby improving passenger safety and convenience, and create opportunities for transit-oriented businesses at the transcenter.

The current transit mall exists on a four-block strip on and around 4th street in San Bernardino. For almost ten years, Omnitrans has depended on this 4th Street transit mall as a key destination point. However, with an average weekday ridership of 3,840 passengers, the transit mall has become outdated, with numerous conflicts arising between riders, buses and local business. The current transit mall suffers from several problems, such as inconvenient stop locations that force passengers to walk several blocks in order to change buses, narrow sidewalks that may not satisfy ADA requirements and crowded shelters without protection from inclement weather. Idling buses have also caused asphalt damage at stop locations.

Moreover, the current transit mall does not offer direct connection to Metrolink trains. Metrolink had completed constructing the one-mile rail extension, which will enable Metrolink to terminate trains at E Street and Rialto Avenue. Omnitrans has concluded Phase I of a Major Investment Study (MIS) for a Bus Rapid

Transit Corridor along "E" Street. Once the Bus Rapid Transit system is in place, it will connect with the Metrolink extension near the intersection of Rialto and "E" Streets. The linking of these two transportation systems will increase transit users' mobility throughout the region.

Redeveloping the downtown core remains as one of the priorities for the City of San Bernardino. Several lots in the downtown area remain vacant and have been abandoned or are of little use. Developing this area will further revitalize the downtown core. Relocating and consolidating the transcenter will bring additional opportunities for business expansion into the area.

Palm Ave./BNSF Railroad Grade Separation

\$5 million (Baca)

To continue project development activities including environmental document preparation, engineering and design, and right-of-way acquisition for a railroad/highway grade separation at Palm Ave./BNSF in San Bernardino. This project is part of an ongoing effort to expand the Alameda Corridor East rail facilities and without grade separation improvements San Bernardino City and San Bernardino County residents will continue experience increasing amounts of traffic delay caused by slow moving freight trains. An additional safety element of this project is that without a rail/highway grade separation at this location, fire and public safety personnel from a recently constructed fire station in North San Bernardino will encounter delayed response times to emergencies on the south side of this grade crossing.

Eucalyptus/Interstate 15 Interchange

\$2 Million (Lewis/McKeon)

This project provides an important interchange with Interstate 15. Currently, the interchanges at Main Street and Bear Valley Road, separated by four miles, are the only interchanges that serve the City of Hesperia. The lack of access for this rapidly growing area causes massive congestion not only on Main Street and Bear Valley Road, but traffic also backs up on Interstate 15 while trying to exit the freeway, creating unsafe driving conditions on the freeway.

Lenwood Avenue/Cajon Branch Line Improvements to a Grade Crossing

\$3 million (Baca)

To continue project development activities including environmental document preparation, engineering and design, and right-of-way acquisition for a railroad/highway improvement to a grade crossing at Lenwood Ave./Cajon Branch Line. This project is part of an ongoing effort to expand the Alameda Corridor East rail facilities and without improvements at this grade crossing the City and County residents will continue experience increasing amounts of traffic delay caused by slow moving freight trains.

Victor Valley Transit Facility

\$5 million (Baca)

The Victor Valley Transit Authority completed a Facility Master Plan in October 2004. As a result of that study the Authority has purchased a 15 acre site within the City of Victorville for the construction of a new facility to house administration, maintenance and operations functions. This new facility will replace the existing administration, maintenance and operations facility provided through a lease by the contract operator. The total amount being sought is \$30 million over multiple years, \$5 million of which is requested for FY2007.

The new facility will be designed to accommodate an anticipated fleet of 145 vehicles in 2020. The Authority will be seeking a LEED (Leadership in Energy and Environmental Design) rating of Silver for the new facility design. Requested appropriation amount of \$30 million from FTA 5309 Bus/Bus Facilities.

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Funding Requests (Master)/Federal Appropriations/2007

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SANBAG Acronym List

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AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MIS	Major Investment Study
MOU	Memorandum of Understanding

SANBAG Acronym List

2 of 2

MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PSR	Project Study Report
PTA	Public Transportation Account
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996